CITY OF ROSEVILLE
CALIFORNIA

AGENDA
September 20, 2023
VIDEO

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Resolution - 2023 Sylvia Besana Community Volunteer Award

Commend Matthew Bridge as the recipient of the City of Roseville 2023 Sylvia Besana Community Volunteer Award.

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

5.2. Resolution - Dr. Phil Ozenick, PhD

Recognize and honor Phil Ozenick for his love of his community and years of dedicated public service.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meeting

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the August 16, 2023 City Council meeting, and the September 6, 2023 City Council/Housing Authority meeting.

CC #: 2953

File #: 0102-03

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

Bids / Purchases / Services

7.2. Playground Equipment at the Roseville Soccer Complex – Purchase Order

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve a purchase order with Landscape Structures, Inc. for playground equipment at the Roseville Soccer Complex using Sourcewell contract # 010521-LSI, effective through February 17, 2025 in the amount of $580,563.75. In March 2023, the Council approved a design-assist contract to Bothman Construction, Inc, (Contractor) to build the Roseville Soccer Complex. To ensure that the costs associated with construction of the Complex aligned with budget projections, several key elements were identified to be purchased by the City. The City would be able to purchase these items using “piggyback” contracts to ensure the lowest and best prices. “Piggyback” contracts have already been competitively bid by public agencies thus allowing other public agencies to purchase the same items at the accepted lowest and best rates. Elements for the Roseville Soccer Complex to be purchased by the City using

this “piggyback” process include the artificial turf, the shade structure, the play structure and maintenance equipment. All of these items, except for the maintenance equipment, will be furnished to the Contractor and installed by the Contractor. Funding for the identified “piggyback” elements was approved in the FY2023-24 capital improvement program budget in the Roseville Soccer Complex project, utilizing a combination of resources from the General Fund, Strategic Improvement Fund, and Federal Stimulus Reserve – ARPA Fund.

CC #: 2935

File #: 0203-10

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

7.3. Shade Structures at the Roseville Soccer Complex – Purchase Order

Memo from Senior Park Development Project Manager Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve a purchase order for shade structures with Portercorp using Sourcewell contract #012621-PPC, effective through March 5, 2025, in the amount of $2,278,057.96 for the shade structures at the Roseville Soccer Complex. In March 2023, the Council approved a design-assist contract to Bothman Construction, Inc, (Contractor) to build the Roseville Soccer Complex. To ensure that the costs associated with construction of the Complex aligned with budget projections, several key elements were identified to be purchased by the City. The City would be able to purchase these items using “piggyback” contracts to ensure the lowest and best prices. “Piggyback” contracts have already been competitively bid by public agencies thus allowing other public agencies to purchase the same items at the accepted lowest and best rates. Elements for the Roseville Soccer Complex to be purchased by the City using this “piggyback” process include the artificial turf, the shade structures, the play structure and maintenance equipment. All of these items, except for the maintenance equipment, will be furnished to the Contractor and installed by the Contractor. Funding for the identified “piggyback” elements was approved in the FY2023-24 capital improvement program budget in the Roseville Soccer Complex project, utilizing a combination of resources from the General Fund, Strategic Improvement Fund, and Federal Stimulus Reserve – ARPA Fund.

CC #: 2940

File #: 0203-10

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

7.4. Electric Generation Sample Panel Upgrade - Sole Source Purchase Order

Memo from Power Plant Engineer Michael Zasso and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 23-387 APPROVING A PURCHASE ORDER FOR AN UPGRADED SAMPLE PANEL AT THE ROSEVILLE ENERGY PARK. Staff requests Council approve a sole source purchase order to Sentry Equipment Corporation for an upgraded sample panel at the Roseville Energy Park and to grant the City Manager, or a designee, the authority to approve unforeseen fluctuations in the materials market and supply chain of up to ten percent (10%) of the total project cost. The total cost of the equipment is $373,278.33 plus up to $37,327 for unforeseen materials price increases, or 10% of the total project cost, as a

contingency. Funding is included in the Electric Department's FY2023-24 budget in the Electric Fund.

CC #: 2948

File #: 0203-07

CONTACT: Michael Zasso 916-746-1665 mzasso@roseville.ca.us

7.5. Firefighting Equipment and Medical Supplies - Purchase Order

Memo from Fire Chief Rick Bartee and Fire Battalion Chief Michael Bradley recommending the City Council adopt RESOLUTION NO. 23-379 APPROVING A PURCHASE ORDER FOR FIREFIGHTING EQUIPMENT AND MEDICAL SUPPLIES. Staff requests Council approval of a purchase order, estimated to not exceed $160,000, for the purchase of safety products, industrial & medical gases, and welding supplies and equipment with Airgas USA, LLC based on the Master Price Agreement as a qualified government member of National Purchasing Partners. These purchases would be made on an as-needed basis by the Fire Department through Airgas, Inc, utilizing the League of Oregon Cities contract through National Purchasing Partners, Inc. Staff also requests that Council authorize the City Manager to sign the associated Participating Agency Endorsement Authorization. This is a competitively-bid contract with an initial three-year contract period. The total estimated cost for Fire Department supplies will be $25,000 for the remaining initial term from September 20, 2023 through July 8, 2024 of the contract. Funding is included in the Fire Department's FY2023-24 budget in the General Fund and will be recommended in future fiscal year budgets.

CC #: 2930

File #: 0203-12

CONTACT: Michael Bradley 916-774-5806 mbradley@roseville.ca.us

7.6. Uniform and Floor Mat Rental and Cleaning Services - Contract Purchase Agreement

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-385 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CINTAS CORPORATION NO. 2, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003175). Staff recommends Council approve a contract purchase agreement with Cintas Corporation No. 2 for uniform and floor mat rental and cleaning services, piggybacking on the City of Tucson, Arizona, Omnia Partners cooperative contract number 222886. Staff also requests authority for the City Manager or his designee to execute two additional one-year contract extensions utilizing the same Omnia Partners contract without further Council approval, based on staff's determination that continuing this service is in the City's best interest and contingent upon Council approval of budgets each year. The estimated total spend is $670,538 from September 2023 through July 14, 2025, $295,581 for the remainder of FY2025-26, and $325,139.00 for FY2026-27. Funding is included in the respective departments' budgets. Spending for future

renewals will be contingent upon Council approval of budgets.
CC #: 2943

File #: 0203-04

CONTACT: Joanna Oukrop 916-746-1102 joukrop@roseville.ca.us

7.7. Police Handguns - Sole Source Purchase Order

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council approve a sole source purchase order to LCAction Police Supply for the purchase of law enforcement handguns. The Police Department plans to update its handgun inventory by purchasing a new model of handguns with a Modular Optic System. The total cost for this handgun purchase is $149,998.94. Sufficient funds have been included for this purchase in the Police Department's FY2023-24 budget in the Supplemental Law Enforcement Services Fund.

CC #: 2937

File #: 0203-12

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

7.8. Enterprise Asset Management Program and Software Licensing - Sole Source Purchase Order

Memo from Information Technology Program Manager Alex Vergara and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 23-392 APPROVING A PURCHASE ORDER AND CHANGE ORDER AUTHORITY. Staff requests that the Council adopt a resolution to approve a purchase order for year one of a five-year renewal of the Maximo Enterprise Asset Management (EAM) agreement with International Business Machines, Inc. (IBM) and authorize annual purchase orders for renewal years two through five, as well as authority for the Chief Information Officer to approve additional costs, not to exceed $55,000 per year, over the term of the agreement to cover any changes in the City's Information Technology (IT) environment that increase licensing & consultation costs. Future renewals of the purchase order will be contingent on Council approval of the budget each year. IBM provides the City with necessary Maximo software licensing that supports the Enterprise Asset Management (EAM) to manage for over $2 billion worth of citywide assets. Staff requests approval of a purchase order for year one of a five-year renewal of the Maximo EAM agreement with IBM, Inc. for the estimated amount of $513,226. Cost share for Environmental Utilities is estimated at $170,230, Electric is estimated at $205,102, IT is estimated at $98,288, and Public Works/Fleet is estimated at $39,606. Staff also requests authorization for annual purchase orders for renewal years two through five for the estimated total of $2,322,670 and will be included in the Information Technology Operations Fund budget. Staff recommends that the Council also delegate authority to the Chief Information Officer to approve additional costs, not to exceed $55,000 per year, over the term of the agreement to cover any changes in the City's IT environment that increase licensing & consultation costs. Future renewals of the purchase order will be contingent on Council approval of the budget each year.

CC #: 2957

File #: 0203-06
CONTACT: Alex Vergara 916-251-8727 ajvergara@roseville.ca.us

Resolutions

7.9. Community Facilities District No. 4 (Public Services), Annexation No. 10 (Sierra View Country Club) - Intention to Annex Territory

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-375 A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN. Staff requests Council approve a Resolution of Intention to Annex Territory to Community Facilities District No. 4 (Public Services) and authorize the Levy of Special Taxes Therein, and set Wednesday, November 1, 2023 at 6:00 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing. On December 16, 2021, the Planning Commission approved the developer's request for a Tentative Subdivision Map to subdivide a a 23.1-acre parcel into 75 single family residential lots. Per the conditions of approval, the subject property shall be annexed into the existing infill Community Facilities District No. 4 (Public Services) prior to approval of the Final Parcel Map, for the purpose of covering the costs of the ongoing maintenance obligations. The annexation of property into Community Facilities District No. 4 (Public Services) will not impact the City's General Fund.

CC #: 2927

File #: 0206-03-01 & 0409

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

7.10. Microsoft Licenses - Change Order Increase

Memo from Business Systems Analyst Christian Barajas and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 23-380 APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY. Staff requests Council approve an increase to the additional licensing true-up costs for the next two fiscal years to cover any changes in the City's Information Technology environment for additional Microsoft licenses, software subscription, and support of the City’s Microsoft Office Suite, Server & Structured Query Language Database System. The annual amount of the contract for years 1-3 was $392,689.42 and for future years 4-5 is $412,463.07, for a total agreement cost of $2,002,994.40 over the 5-year term, before taking into account any licensing true-ups and the recommended additional $100,000 per year for license upgrades for the next two fiscal years. Funding for the additional licensing will be provided by the Information Technology Operations Fund, and future renewals of the purchase order will be contingent on Council approval of the budget for each year.

CC #: 2932

File #: 0800-05

CONTACT: Christian Barajas 916-774-5431 cjbarajas@roseville.ca.us

7.11. Compressed Natural Gas Fueling Station Upgrade Phase 1 Project - Notice of Completion

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-371 ACCEPTING THE PUBLIC WORK KNOWN AS THE COMPRESSED NATURAL GAS FUELING STATION UPGRADE PHASE 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council accept the Compressed Natural Gas Fueling Station Upgrade, Phase 1 Project as complete. The total cost for construction services was $230,234. The project was paid for by the Waste Services Rehabilitation Fund.

CC #: 2923

File #: 0900-02

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

7.12. Compressed Natural Gas Fueling Station Upgrade Phase 2 Project - Notice of Completion

Memo from Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-272 ACCEPTING THE PUBLIC WORK KNOWN AS THE COMPRESSED NATURAL GAS FUELING STATION UPGRADE PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council accept the Compressed Natural Gas Fueling Station Upgrade, Phase 2 Project as complete. The total cost for construction services was $719,807. The project was paid for by the Waste Services Rehabilitation Fund.

CC #: 2924

File #: 0900-02

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

7.13. Pleasant Grove Wastewater Treatment Plant Energy Recovery Project – Notice of Completion

Memo from Principal Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-382 ACCEPTING THE PUBLIC WORK KNOWN AS THE PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Notice of Completion for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project. The total cost of the construction contract with W.M. Lyles Company, including all change orders

is $24,769,191.26. Funding for this project was provided by the South Placer Wastewater Authority.

CC #: 2936

File #: 0900-02-02-2

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

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

7.14. American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project - Agreement and Budget Adjustment

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-386 APPROVING A PROJECT AGREEMENT WITH THE REGIONAL WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6715 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve the proposed American River Terms for Ecosystem Support and Infrastructure Assistance Needs Project Agreement with the Regional Water Authority (RWA) to receive up to $8,010,000 of state funding for the City's Misty Woods and Campus Oaks Aquifer Storage and Recovery Wells, which are in the early phases of construction, as well as participate in a limited-term regional program to provide water dedicated to the Lower American River as part of an early implementation effort, coordinated by the RWA and the State Department of Water Resources, as part of the proposed Voluntary Agreements; and approve a budget adjustment to add $8,010,000 of revenue to the Aquifer Storage and Recovery Wells 13 Campus Oaks and 19 Misty Wood Project to offset costs to the Water Construction Fund that receives additional revenue from developer connection fees.

CC #: 2946

File #: 0800-02 & 0201-01

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

7.15. Wastewater Collections Pump and Trailer – Budget Adjustment

Memo from Principal Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6714 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a budget adjustment for $81,859 to fund the purchase of a pump and trailer to be used by the Environmental Utilities Department's Wastewater Collections Division as part of their Emergency Response Plan to address sewer spills. The recommended budget adjustment establishes appropriation authority to transfer resources from the Wastewater

Operations Fund to purchase a pump and trailer through the City's Fleet Replacement Fund.

CC #: 2945

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

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

7.16. Wastewater Collections Building Expansion Project – Budget Adjustment

Memo from Principal Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6713 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a budget adjustment to initiate the Wastewater Collections Building Expansion Project with an appropriation of $1,330,000 from available resources in the Wastewater Construction Fund.

CC #: 2944

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

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

7.17. Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study - Professional Design Services Agreement and Budget Adjustment

Memo from Principal Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-378 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST YOST & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6711 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a professional design services agreement with West Yost & Associates, Inc. to conduct the Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study for a not-to-exceed amount of $442,090.79. Staff also recommends Council approval of a $75,000 budget adjustment for the project, using available resources in the Wastewater Regional Rehabilitation Fund, to augment the existing budget for the professional design services agreement and internal project labor and expenses. Since the study is a regional wastewater project, the Wastewater Rehabilitation Fund will be reimbursed for approximately 35 percent of the project's actual cost from the City's partners, the South Placer Municipal Utility District and Placer County.

CC #: 2929

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

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

7.18. Zero Emission Bus Depot Phase II Project - Budget Adjustment

Memo from Assistant Transportation Planner Zachary Presley and Public Works

Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6716 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment in the amount of $2,042,949 to install additional bus charging stations at the Zero Emission Bus Depot. This project will install six (6) additional chargers and their associated electrical connections at the Zero Emission Bus Depot located at the Roseville Corporation Yard, bringing the total number of bus chargers at that location to nine (9). This project is funded with federal Low-No Emission competitive grant funds which were awarded to the City in 2023. The grant requires a ten percent (10%) match of local funds which will come from Local Transportation Funds. This budget adjustment will have no impact on the General Fund.

CC #: 2951

File #: 0721 & 0201-01

CONTACT: Zachary Presley 916-774-5365 zpresley@roseville.ca.us

7.19. Public Works Alternative Transportation Workforce Development - Budget Adjustment

Memo from Assistant Transportation Planner Zachary Presley and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6712 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment in the amount of $647,547 to fund training that will assist City staff with learning how to work on electric vehicles. This project is funded through federal Low-No Emission competitive grant funds awarded in 2023 with a twenty percent (20%) match of local funds from Local Transportation Funds. This budget adjustment will have no impact on the General Fund.

CC #: 2938

File #: 0800-04 & 0201-01

CONTACT: Zachary Presley 916-774-5365 zpresley@roseville.ca.us

Reports / Requests

7.20. Out-of-Country Travel - American Public Power Association Board Meeting

Memo from Administrative Assistant Cara Moore and Electric Utility Director Dan Beans recommending the City Council approve an out-of-country travel request for Electric Utility Director, Dan Beans, to attend the American Public Power Association Executive Committee and Board Meetings in San Juan, Puerto Rico. Costs related to travel, airfare, lodging and per diem is estimated to be $3,000. Funds are available in the Electric Department FY2023-24 budget in the Electric Fund.

CC #: 2934

File #: 0600-02

CONTACT: Cara Moore 916-774-5636 CRMoore@roseville.ca.us

Ceremonial Documents

7.21. Resolution - St. Vincent de Paul Society of Roseville's 40th Anniversary

Commend St. Vincent de Paul Society of Roseville on their 40th anniversary and extend best wishes for continued success in the future.

CC #: 2956

File #: 0102-10

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

7.22. Proclamation - Public Power Week October 1-7,2023

Proclaim October 1-7, 2023 as Public Power Week. Our community joins more than 2,000 other public utilities across the United States in this celebration of public power, which maintains our mission to serve our residents, businesses, and the community before profits.

CC #: 2954

File #:0102-06

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Bond Issuance

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-384 A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING FORMS OF PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND ACQUISITION AGREEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Staff recommends Council adopt a resolution authorizing the issuance of special tax bonds for, and on behalf of, the City of Roseville Torrente at Sierra Vista Community Facilities District (CFD) No. 1 (Public Facilities), and approving the following documents for the bond issuance: Preliminary Official Statement, Bond Purchase Agreement, Fiscal Agent Agreement, and Acquisition Agreement. The 2023 bonds are being issued at the developer's request, in an amount not to exceed $9,000,000, to: (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2023 Bonds, (iii) provide for capitalized interest, and (iv) pay costs of issuance of the 2023 bonds. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities.

The issuance of these bonds will not impact the City's General Fund.

CC #: 2942

File #: 0206-03-01

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

9. ORDINANCES

9.1. Dry Creek Greenway East Phase 1 Trail Project - Award of Contract and Budget Adjustment

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-374 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANVIL BUILDERS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6710 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council award the Dry Creek Greenway East Phase 1 Trail project to the low bidder, Anvil Builders Inc., in the amount of $23,987,357.50 with authorization for staff to exceed the award amount by 10% or $2,398,735.75 as a construction contingency. The project will construct a paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the existing Maidu Park Trail at Rocky Ridge Drive. A budget adjustment is necessary in the amount of $10,634,522 to completely fund construction, construction contingency, construction management, environmental monitoring, material testing and staff time. The project is fully funded with federal, state and local sources including: Solutions for Congested Corridors, Active Transportation Program, Congestion Mitigation and Air Quality, and Local Transportation Funds. No General Fund resources will be used to complete the project. Construction of the project is anticipated to begin in October of 2023 and be completed in summer 2026.

CC #: 2926

File #: 0900-04 & 0201-01

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

9.2. Roseville Municipal Code Ordinances Regarding Syringe Exchange Programs

Memo from Deputy City Attorney Travis Cochran and Police Chief Troy Bergstrom recommending the City Council adopt an ORDINANCE NO. 6717 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 9.90 TO TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SYRINGE EXCHANGE PROGRAMS, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE SEPTEMBER 20, 2023 AS AN URGENCY MEASURE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, and simultaneously introduce for first reading an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 9.90 TO TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SYRINGE EXCHANGE PROGRAMS. Adding Chapter 9.90 of the Roseville

Municipal Code will prohibit the operation of syringe exchange programs that are not approved by the California Department of Public Health and will regulate those syringe exchange programs that do obtain state approval. These regulations will ensure that such programs operate in conformity with state law and will minimize the significant threats to public health and safety caused by improper disposal of used sharps and syringes and the congregation of persons who regularly inject drugs near schools, parks, playgrounds, and other sensitive locations. There is no fiscal impact associated with the proposed ordinances.

CC #: 2958

File #: 0300

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us
Troy Bergstrom 916-774-5010 tbergstrom@roseville.ca.us

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1. 2023 Neighborhood Clean-up Summary

Memo from Refuse and Stormwater Manager Brian Craighead and Environmental Utilities Director Richard Plecker recommending the City Council receive a presentation on the 2023 Neighborhood Clean-Up events. Staff will present an overview of the events that were provided through a partnership between the City and the Roseville Coalition of Neighborhood Associations. There was no fiscal impact.

CC #: 2921

File #: 0800-02

CONTACT: Brian Craighead 916-774-5783 bcraighead@roseville.ca.us

10.2. Roseville Municipal Code Amendment - Graffiti

Memo from Deputy City Attorney Travis Cochran and Development Services Director Mike Isom recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 10.53 OF TITLE 10 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GRAFFITI. Chapter 10.53 of the Roseville Municipal Code is aimed at addressing graffiti within city limits. The current version of Chapter 10.53, which was originally adopted in 1990 and has been minimally revised since, focuses on aspects like regulation of spray paint and pursuing cost recovery against those who cause graffiti. The proposed changes to Chapter 10.53 will give the Graffiti Coordinator, and the City as a whole, several more tools for abating graffiti on both public and private property in a more prompt and efficient manner. These changes also allow for swifter and more stringent penalties against those who elect to cause graffiti and disregard the property rights of the City and its community members. There is no fiscal impact associated with the proposed ordinance.

CC #: 2939

File #: 0800-06

CONTACT: Mike Isom 916-774-5285 misom@roseville.ca.us
Travis Cochran 916-774-5325 tecochran@roseville.ca.us

10.3. Fiscal Year 2022-23 Third Quarter Report

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive a report which contains financial data and analysis for the first three quarters of Fiscal Year 2022-23 for the General Fund, the enterprise operating funds, and revenues in selected other funds. This item is a financial update only and has no fiscal impact.

CC #: 2931

File #: 0202

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

11. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

11.1. Community Facilities District No. 4 (Public Services), Annexation No. 9 (1028 Main Street Subdivision)

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-376 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS CITY OF ROSEVILLE Community Facilities District No. 4 (Public Services) Annexation No. 9 (1028 Main Street Subdivision); and adopt RESOLUTION NO. 23-377 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN CITY OF ROSEVILLE Community Facilities District No.

4 (Public Services) Annexation No. 9 (1028 Main Street Subdivision). On March 23, 2023, the Planning Commission approved the developer's request for a Tentative Subdivision Map to subdivide a 2.5-acre parcel into ten (10) single family residential lots. Per the conditions of approval, the subject property shall be annexed into the existing infill Community Facilities District (CFD) No. 4 (Public Facilities) prior to approval of the Final Parcel Map, for the purpose of covering the costs of the ongoing maintenance obligations. On August 16, 2023, Council approved a Resolution of Intention to Annex Territory to Community Facilities District No. 4 (Public Services) and to Authorize the Levy of Special Taxes Therein and set September 20, 2023, as the date to conduct a public hearing. The annexation of property into infill CFD No. 4 will not impact the City's General Fund. The property owners will pay a special tax, sufficient to pay the maintenance costs of the CFD, to be levied annually on the parcels of real property within the CFD.

CC #: 2928

File #: 0206-03-01 & 0409

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

11.2. Downtown Code and Ordinance Updates 2023

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt the two findings of fact and introduce for first reading the ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.3.2 OF CHAPTER 2 OF THE ROSEVILLE DOWNTOWN CODE REGARDING ALLOWED LAND USES, SECTION 3.4 OF CHAPTER 3 REGARDING PARKING REQUIREMENTS, SECTION 4.6.2 OF CHAPTER 4 REGARDING VERNON STREET DISTRICT DEVELOPMENT STANDARDS, AND SECTION 7.11 OF CHAPTER 7 REGARDING DOWNTOWN MURALS; and introduce for first reading the ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 17.06.220 OF CHAPTER 17.06 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WALL SIGNS FOR BUILDING COMPLEXES; and introduce for first reading the ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 19.86.020 OF CHAPTER 19.86 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING ORDINANCE AMENDMENTS. The project is a City-initiated minor update to the Downtown Code and to Title 17 (Sign Ordinance) and Title 19 (Zoning Ordinance) of the Roseville Municipal Code. The request includes amendments to Downtown Code Chapter 2 (Land Use and Zoning) to update the permitted use table to reflect changes in state law, including adding community care facilities (small and large) and long-term care facilities (small and large) as uses permitted in districts where residential uses are permitted, adding low barrier navigation centers as a permitted use where multifamily uses are permitted, adding electric vehicle charging centers as a use type (to reflect this emerging new use), modifying “gasoline sales” to “fuel sales” to recognize alternative fuels, and adding a table note clarifying that transitional and supportive housing uses are permitted where residential uses are permitted or conditionally permitted; amendments to Downtown Code Chapter 3 (Regulatory Incentives) to add a note indicating that parking standards may be reduced by sections of the Government Code related to density bonuses, proximity

to transit, and other sections of law; amendments to Downtown Code Chapter 4 (District Standards) to amend Section 4.6.2 to require 80% of ground floor space be non-residential, instead of requiring 80% be retail and 20% be office; and to amend Chapter 7 (Downtown Specific Ordinances) to clarify and simplify Section 7.11 relating to Downtown Murals. The request also includes one minor amendment to Title 17 (Sign Ordinance) Section 17.06.220 to allow three wall signs for corner tenants and one minor amendment to Title 19 (Zoning Ordinance) Section 19.86.020 to indicate that text amendments to Title 19 shall be initiated by City Council, Planning Commission, or the Planning Manager. The project has no impact on the City's General Fund.

CC #: 2947

File #: 0400-02 & 0401-02-02

CONTACT: Lauren Hocker 916-774-5274 lhocker@roseville.ca.us

11.3. Sierra Vista Specific Plan - Parcel WB-52 Park Abandonment

Memo from Planning Manager Greg Bitter and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-383 OVERRULING ANY OBJECTIONS AND ORDERING SIERRA VISTA SPECIFIC PLAN PARCEL WB-52 TO BE ABANDONED AS A CITY PARK. Staff requests Council hear public testimony regarding the abandonment of the dedication of Sierra Vista Specific Plan Parcel WB-52 as a City Park a resolution overruling any objections and ordering the dedication of Sierra Vista. This item completes the process of the City abandoning its right to accept the dedication of Sierra Vista Specific Plan Parcel WB-52 for a neighborhood park. The title to Parcel WB-52 would remain with the private landowner, who anticipates using the site to develop affordable housing and associated recreational amenities. The City will receive the fair market value of Parcel WB-52, as a park in-lieu of land fee.

CC #: 2941

File #: 0400-04-12-2 & 0704-01-01

CONTACT: Greg Bitter 916-774-5294 gbitter@roseville.ca.us

11.4. North Industrial Planning Area (Hewlett-Packard Campus Oaks) Parcel CO-52 and Sierra Vista Specific Plan Parcels WB-30, WB-32, WB-52, and FD-34 - General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement Amendment, Master Plan Amendment and Major Project Permit Stage 1 Modification

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council consider the Fifth Addendum to the Hewlett-Packard Campus Oaks Master Plan Environmental Impact Report (EIR) and the Twelfth Addendum to the Sierra Vista Specific Plan EIR; and adopt RESOLUTION NO. 23-388 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-389 AMENDING THE SIERRA VISTA SPECIFIC PLAN; and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-390 ADOPTING THE TWO (2)

FINDINGS OF FACT AND APPROVING THE MODIFICATION OF A MAJOR PROJECT PERMIT STAGE 1 IN ORDER TO MODIFY THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A THIRD AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SIXTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A TENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The project entitlements will result in the addition of 285 market-rate High Density Residential (HDR) units in the Hewlett-Packard Campus Oaks Master Plan and the addition of 266 affordable HDR units (10 very-low income and 256 low-income) in the Sierra Vista Specific Plan area, for a total of 551 additional HDR units. The project is a request for a General Plan Amendment (GPA), Master Plan Amendment, and Rezone for HP Campus Oaks (HPCO) Master Plan Parcel CO-52 to change the land use from Tech Park/Business Professional – Light Industrial to High Density Residential (HDR) and to change the zoning from Industrial/Business Park/Special Area (MP/SA) to Multi-Family Housing (R3) to allow the future development of 285 multi-family units. The affordable obligation of 143 low-income units will be transferred from the HPCO Master Plan to Sierra Vista Specific Plan (SVSP) Parcels WB-30 and WB-32. A Major Project Permit (MPP) Stage 1 Modification is requested to change the HPCO Master Plan to reflect the proposed changes, with the accompanying HPCO Master Plan Amendment to reflect the change in land use and zoning on Parcel CO-52. A Rezone, GPA, and Specific Plan Amendment (SPA) for SVSP Parcel WB-52 is requested to change the zoning from Park and Recreation (PR) to R3 and the land use designation from PR to HDR. Density bonuses pursuant to the Density Bonus Law (see Gov. Code, § 65915 et seq.) and changes to the affordable housing obligations for Parcels WB-30, WB-32, and FD-34 are also requested. Lastly, a Third Amendment to the SVSP Westbrook Development Agreement (DA), a Sixth Amendment to the SVSP Westpark Federico DA, and a Tenth Amendment to the Hewlett-Packard Master Plan DA are requested to document transfers of affordable housing obligations between the subject parcels, the revised affordable unit obligations on specified

parcels, and to reflect the proposed land use changes and density bonuses. Approval of the proposed changes would result in 266 net-new affordable units above existing conditions, aiding the City in compliance with its Regional Housing Needs Allocation target. The project is not anticipated to result in any negative impacts to the City's General Fund. The entitlements would facilitate eventual construction of multi-family residential projects. The eventual construction of the multi-family residential projects would generate revenue to the City through the payment of development impact fees and community facilities districts for ongoing municipal services.

CC #: 2949

File #: 0400-04-18-1 & 0400-02 & 0400-04-12-2

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

11.5. Community Development Block Grant 2022 Consolidated Annual Performance and Evaluation Report

Memo from Housing Analyst Kristine Faelz and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-370 APPROVING THE 2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT 2022 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT. Staff requests Council approval of the City's Consolidated Annual Performance and Evaluation Report (CAPER) for the federal Community Development Block Grant Program, and authorization to submit the CAPER to the federal Department of Housing and Urban Development. This item does not result in any impact to the City's General Fund.

CC #: 2922

File #: 0709-03

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

11.6. Winding Creek Apartments Project - Fee Deferral

Memo from Economic Development Analyst Gina McColl and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-381 APPROVING FEE DEFERRALS FOR THE 3338 BLUE OAKS BOULEVARD, WINDING CREEK APARTMENTS PROJECT. Staff requests Council approve a fee deferral for a 216 multi-family residential unit apartment complex project in the amount of approximately $3,347,293 until building permit occupancy/final permit is issued. An annual interest rate of 1.35%, prorated based on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral and an administrative processing fee of $ $924.90 is to be charged to each building permit.

CC #: 2950

File #: 0709-01 & 0215-02

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

12. COUNCIL REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 2952
File #: 0102-10

Title:	Resolution - 2023 Sylvia Besana Community Volunteer Award
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Recommend City Council commend Matthew Bridge as being the recipient of the City of Roseville 2023 Sylvia Besana Community Volunteer Award.

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 reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

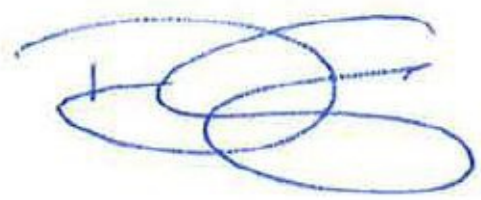
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - 2023 Sylvia Besana Community Volunteer Award

Resolution

2023 SYLVIA BESANA
COMMUNITY VOLUNTEER AWARD

WHEREAS, Sylvia Besana, a Roseville native who epitomized the word "volunteer" spent the greater part of her life giving to the community and making a difference through her commitment to serve, and the continuation of her legacy will enhance the Roseville community for years to come; and

WHEREAS, there is no greater asset to a community than the power of dedicated volunteers who give their time and talents to work tirelessly behind the scenes unconditionally; and

WHEREAS, the impact of one person can be inspirational and far-reaching in benefiting the community; and

WHEREAS, the Roseville community has benefited from the outstanding volunteerism of Matthew Bridge, through his long and dedicated service to the Friends of the Roseville Public Library, Parks and Recreation Commission, and Youth Sports Coalition, and it is fitting that he be recognized for his efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **MATTHEW BRIDGE** be commended as the recipient of the City of Roseville 2023 Sylvia Besana Community Volunteer Award.

SIGNED AND APPROVED this 20th day of September 2023.

BRUCE HOUDESHELDT, MAYOR

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

COUNCIL COMMUNICATION

CC #: 2955
File #: 0102-10

Title: Resolution - Dr. Phil Ozenick, PhD
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Recognize and honor Phil Ozenick for his love of his community and years of dedicated public service.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

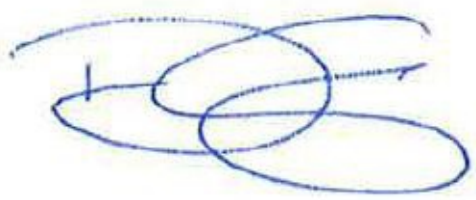
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution-Dr Phil Ozenick, PhD

Resolution

WHEREAS, Dr. Phil Ozenick, PhD, (Colonel, USAF Retired) and his wife Dottie, were members of the Roseville community starting in 1978 until Dottie's death in April 2017 and subsequently Phil's death in March 2021; and

WHEREAS, Phil dedicated his life to public service, first as a career United State Air Force Officer, and later in "retirement" paying forward his good fortune and applying his experience and leadership skills to serve the community in various elected and voluntary capacities in Roseville and Placer County; and

WHEREAS, Phil was an elected official of Roseville and faithfully and energetically served the community of Roseville during its period of explosive growth in several elected positions; as Mayor of Roseville (1987), as a Roseville City Council Member (1987), as a member of the Roseville Planning Commission (1983 – 1987), and as a Placer County Supervisor (1990 – 1994); and

WHEREAS, in his capacity as Mayor, Phil was instrumental, through his work with Amtrak and the Roseville Historical Society, in promoting and helping to establish regional rail services for the community; those services continue today and are slated to expand significantly, greatly benefiting the community at large; and

WHEREAS, Phil, served the community in other voluntary roles, advocating for the rights and well-being of Roseville military veterans as President of the local chapter of the Veterans of Foreign Wars, and continued to document, promote and preserve the rich history of Roseville as President of the Carnegie Museum and President of the Roseville Historical Society; and

WHEREAS, on June 7th, 2023, the Roseville City Council voted to honor Phil's legacy by allowing the Ozenick family to construct a historic memorial marker in commemoration of his service to the community, with the historical memorial plaque to be located at the Roseville Amtrak station.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **PHIL OZENICK** be recognized and honored for his love of his community and years of dedicated public service.

SIGNED AND APPROVED this 20th day of September 2023.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

BRUCE HOUDESHELDT, MAYOR

COUNCIL COMMUNICATION

CC #:
File #:

Title:	Consent Calendar
Contact:	

Meeting Date: 9/20/2023
Item #:

COUNCIL COMMUNICATION

CC #: 2953
File #: 0102-03

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

Meeting Date: 9/20/2023
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the August 16, 2023 City Council meeting, and the September 6, 2023 City Council/Housing Authority meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

There is no fiscal impact associated with this request.

ENVIRONMENTAL REVIEW

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

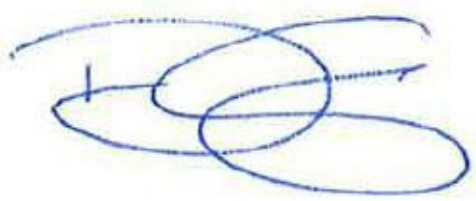
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk



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Dominick Casey, City Manager

ATTACHMENTS:

Description

August 16, 2023

September 6, 2023

MINUTES
August 16, 2023

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

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Carson McMillan from Oakmont High School led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

5. PUBLIC COMMENTS

No public comment received.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to remove Item 6.10 from the Consent Calendar for further discussion and approve the remaining items as recommended. The Motion Passed.

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

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council approve the minutes of the July 19, 2023 City Council meeting, August 2, 2023 City Council Closed Session and August 2, 2023 City Council meeting.

CC #: 2883

File #: 0102-03

CONTACT: Melissa Lipp 916-774-5286 mllipp@roseville.ca.us

Bids / Purchases / Services

6.2. Traffic Signal and Roadway Improvements for Roseville Soccer Complex Project - Approve Plans and Specifications and Authorize Staff to Call for Bids

Memo from Assistant Engineer Brian Gulewich and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the Traffic Signal and Roadway Improvements for Roseville Soccer Complex Project and authorize staff to call for bids. The scope of this project consists of clearing and grubbing, excavation, concrete and asphalt paving, traffic signal, sidewalk, lighting, storm drain, and waterline improvements. Construction of the project is estimated to cost $8.3 million and will be funded primarily with Traffic Mitigation Fee funds, along with General Fund resources, and Blue Oaks Blvd Fee Funds. Staff will return to Council with a recommended budget adjustment outlining the specific funding amounts with the recommendation to award project construction.

CC #: 2864

File #: 0900-04-02 & 0900-04-03

CONTACT: Brian Gulewich 916-746-1300 bcgulewich@roseville.ca.us

6.3. Lighting Repair and Replacement Project - Contract Purchase Agreement

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-332 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WESCO SERVICES LLC DBA WESCO ENERGY SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002760). Staff requests Council approve a resolution authorizing the City Manager to sign a Contract Purchase Agreement with WESCO Services LLC dba WESCO Energy Solutions, to provide lighting repair services and light emitting diode fixture replacements in the amount of $481,248 with a 10% contingency ($48,124.80) for increasing costs of lighting material, for a total not to exceed $529,372.80. This contract will utilize an Omnia

National Intergovernmental Purchasing Alliance cooperative purchasing contract #R192008 for lighting products, services, and job-order-contracting services. Funding will be provided by the Environmental Utilities Department's Dry Creek and Pleasant Wastewater Treatment Plants Lighting Rehabilitation Project budget in the Wastewater Regional Rehabilitation Fund.

CC #: 2861

File #: 0203-09

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

6.4. Pleasant Grove Wastewater Treatment Plant Influent Pump Station Rehabilitation Project – Design-Build Construction Agreement and Budget Adjustment

Memo from Environmental Utilities Preventative Maintenance Supervisor Jeremy Snyder and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-336 APPROVING A DESIGN-BUILD CONSTRUCTION AGREEMENT, BY AND BETWEEN SYBLON REID AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and adopt ORDINANCE NO. 6699 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests that the Council adopt a resolution authorizing the City Manager to execute a design-build construction agreement with Syblon Reid to provide installation, testing, communications/networking, programming and Supervisory Control and Data Acquisition integration, and engineering of multiple variable frequency drives and submersible influent pump replacements for the Pleasant Grove Wastewater Treatment Plant Influent Pump Station Pumps and Variable Frequency Drive Replacement Project. The cost of this contract is $3,812,200, with an additional budget of $200,000 for staff secondary labor and technology equipment purchases, for a total of $4,012,200. In addition, staff recommends City Council approve a budget adjustment to fully fund the remaining work on this project using $2,478,200 of available resources in the Wastewater Regional Rehabilitation Fund.

CC #: 2869

File #: 0900-02-02-2 & 0201-01

CONTACT: Jeremy Snyder 916-413-9236 jsnyder@roseville.ca.us

6.5. Barton Road Water Treatment Plant East Applied Pipeline Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Environmental Utilities Assistant Engineer Jonathan Cummings and Environmental Utilities Director Richard Plecker recommending the City Council approve the construction plans and specifications for the Barton Road Water Treatment Plant East Applied Pipeline Project, and authorize staff to advertise the project and accept bids from prospective bidders. The estimated construction cost of the Project is $350,000. Project expenses will be paid from the Water Rehabilitation Fund, which is funded by revenue from water utility sales.

CC #: 2855

File #: 0900-02

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

6.6. Regional Pump Station 26 and Force Main Capacity Improvements Project - Award of Contract

Memo from Environmental Utilities Associate Engineer Rana Moore and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-333 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SYBLON REID, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval and award of a Construction Agreement to Syblon Reid for the Regional Pump Station 26 and Force Main Capacity Improvement Project in the amount of $926,000, and authorization for the City Manager or his designee to approve and pay for contract change orders that could increase the contract amount by no more than 10 percent ($92,600) for a not-to-exceed total contract amount of $1,018,600. Funding is provided by the South Placer Wastewater Authority and can be accommodated within the existing project budget.

CC #: 2862

File #: 0900-02

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

6.7. Uniform Rental and Cleaning Services - Contract Purchase Agreement Amendment

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-342 APPROVING A CONTRACT PURCHASE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE PRUDENTIAL OVERALL SUPPLY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002553). Staff requests Council approve an amendment to a contract purchase agreement with Prudential Overall Supply to extend the end date to December 31, 2023, increase the contract total from $152,000 to $177,000, and authorize the City Manager to execute the amendment on behalf of the City. Funding is included in the respective departments' budgets for FY2023-24.

CC #: 2877

File #: 0203-15

CONTACT: Joanna Oukrop 916-746-1102 joukrop@roseville.ca.us

6.8. Enterprise Asset Management System - Sole Source Purchase Order

Memo from Information Technology Program Manager Alex Vergara and Chief Information Officer Hong Sae recommending the City Council approve a purchase order between the City of Roseville and Allied Network Solutions, Inc. Staff recommends approval of a sole source purchase order with Allied Network

Solutions, Inc. for additional International Business Machines, Inc. licenses, software subscription, and support of the City's Enterprise Asset Management system. The FY2023-24 cost of $350,000 shall be funded by Environmental Utilities and Electric Departments.

CC #: 2872

File #: 0203-06

CONTACT: Alex Vergara 916-746-1168 ajvergara@roseville.ca.us

Resolutions

6.9. Body-Worn and In-Car Camera Program - Master Agreement Addendum

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-338 APPROVING AN ADDENDUM TO THE MASTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND LENSLOCK, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the addendum to the Master Equipment Agreement with LensLock, Inc. to support the Body Worn and In-Car Camera program for use by the Roseville Police Department. The total for Year 1 is $199,967.08, Years 2-5 are $158,317.08 for each year. The total amount of the 5-year agreement is $833,235.40. Funds for the first year are included in the Police Department's FY2023-24 budget in the General Fund and the Supplemental Law Enforcement Services Fund.

CC #: 2871

File #: 0323

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Christopher Ciampa 916-774-5088 cciampa@roseville.ca.us

6.10. Greater Sacramento Economic Council - Economic Development Agreement and Expenditure of Membership Funds for FY2023-24

Memo from Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-330 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GREATER SACRAMENTO ECONOMIC COUNCIL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests Council approve the expenditure of membership funds for the Greater Sacramento Economic Council in the amount of $60,414 and for the Roseville Area Chamber of Commerce in the amount of $40,000. The total expenditure amount is $100,414. The purpose of the membership with each organization is to attract, grow, support, and expand industry, businesses, and jobs, assist small businesses and entrepreneurs and promote the City as a place to do business. Funding for these memberships was included in the Economic Development Department's FY2023-24 membership budget in the General Fund.

CC #: 2858

File #: 0110 & 0106-01 & 0106-03

CONTACT: Melissa Anguiano 916-774-5284 mvanguiano@roseville.ca.us

Item 6.10 was heard after Item 7.1

Item removed from the Consent Calendar by Greater Sacramento Economic Council President and CEO Barry Broome.

Greater Sacramento Economic Council President and CEO Barry Broome spoke on advocating for Bosch serving on board of Greater Sacramento Economic Council.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-330 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GREATER SACRAMENTO ECONOMIC COUNCIL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF HE CITY OF ROSEVILLE. The Motion Passed.

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

6.11. Last Mile Federal Funding Account - Grant Application

Memo from Assistant IT Director Art Vogtlin and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 23-343 APPROVING GRANT APPLICATIONS TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests that City Council adopt a resolution authorizing the City Manager or his designee to submit one or more Last Mile Federal Funding Account grant applications to the California Public Utilities Commission (CPUC), and to execute all related forms and documents necessary to secure grant funds. The grant solicitation offers up to $1.86 billion in statewide grant funding, and CPUC will rank applications within each county of origin to fund the highest ranking broadband projects within a county region. Authorizing staff to submit grant applications is not expected to result in a fiscal impact to the City's General Fund.

CC #: 2879

File #: 0214 & 0800-05

CONTACT: Art Vogtlin 916-774-5111 avogtlin@roseville.ca.us

6.12. Roseville City School District Emergency Reunification Center - Memorandum of Understanding

Memo from Parks, Recreation and Libraries Manager Jeff Nereson and Parks, Recreation and Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-337 APPROVING A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Memorandum of

Understanding (MOU) with the Roseville City School District (RCSD) for use of the Mahany Fitness Center (MFC) for an emergency reunification location. The RCSD reimburses the City for costs associated with any additional utilities, custodial services, supplies and staff that would not have been incurred but for the RCSD's use of the MFC. There is no impact to the General Fund as a result of this MOU.

CC #: 2870

File #: 0705

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

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

Memo from Parks, Recreation and Libraries Manager Jeff Nereson and Parks, Recreation and Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-329 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Memorandum of Understanding with the Roseville City School District (RCSD) for the After School Education and Safety Program (ASES). ASES is an after-school tutoring and enrichment program that provides opportunity for up to 120 students at Cirby Elementary School and 100 students at Woodbridge Elementary School at no cost to participating families. The Parks, Recreation & Libraries Department has collaborated with RCSD to implement this after-school program. The RCSD reimburses the City up to $305,000 of the grant funds they receive for this program to offset the City's expense to operate the program. There is no General Fund impact as the balance is funded within the Youth Development Fund.

CC #: 2854

File #: 0704

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

6.14. Pleasant Grove and Curry Creek Watershed Drainage Mitigation Fee Study – Professional Services Agreement

Memo from Senior Engineer Brian Walker and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-331 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CIVIL ENGINEERING SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with Civil Engineering Solutions, Inc. for $133,320 to complete the 2023 Pleasant Grove and Curry Creek Watershed Mitigation Fee Update, and authorize the City Manager to execute the agreement. This study will make a recommendation to update the drainage fees collected to mitigate the downstream storm water volume impacts resulting from development in Roseville and update hydrologic methodologies that have changed since the City's last update in 2018. Funding for the fee update is provided by the Pleasant Grove Drainage Fee Fund, and no General Fund resources will be used.

CC #: 2860

File #: 0800-04

CONTACT: Brian Walker 916-746-1349 walkerbrian@roseville.ca.us

6.15. Opposition to the Release of a Sexually Violent Predator

Memo from Deputy City Attorney Travis Cochran and Roseville Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-346 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OPPOSING THE RELEASE OF A SEXUALLY VIOLENT PREDATOR INTO THE INCORPORATED AREAS OF SOUTH PLACER COUNTY. Staff recommends that the City Council adopt a resolution opposing the release of William Stephenson, a Sexually Violent Predator, into the incorporated areas of South Placer County, and approving a letter to be sent to Liberty Healthcare for submission to the Department of State Hospitals and the Placer County Superior Court. There is no fiscal impact associated with this action.

CC #: 2884

File #: 0323

CONTACT: Troy Bergstrom 916-774-5058 tberstrom@roseville.ca.us
Travis Cochran 916-774-5325 tecochran@roseville.ca.us

6.16. 2021 General Fund Arterial Resurfacing Project - Notice of Completion

Memo from Assistant Engineer Joe Arino and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-328 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2021 GENERAL FUND ARTERIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the 2021 General Fund Arterial Resurfacing Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion. The project resurfaced various City arterial streets including Douglas, South Cirby, Cirby, Rocky Ridge, Old Auburn, and Pleasant Grove. The project was funded with General Fund and Highway Users Tax Fund resources.

CC #: 2853

File #: 0900-04-01

CONTACT: Joe Arino 916-774-5464 jarino@roseville.ca.us

6.17. Community Facilities District No. 4 (Public Services), Annexation No. 9 (1028 Main Street Subdivision) - Intention to Annex Territory

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-344 OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN CITY OF ROSEVILLE Community Facilities District No.

4 (Public Services) Annexation No. 9 (1028 Main Street Subdivision). Staff requests Council adopt a Resolution of Intention to Annex Territory to Community Facilities District No. 4 (Public Services) and to Authorize the Levy of Special Taxes Therein, and set Wednesday, September 20, 2023 at 6:00 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing. On March 23, 2023, the Planning Commission approved the developer's request for a Tentative Subdivision Map to subdivide a 2.5-acre parcel into ten (10) single family residential lots. Per the conditions of approval, the subject property shall be annexed into the existing infill Community Facilities District No. 4 (Public Services) prior to approval of the Final Parcel Map, for the purpose of covering the costs of the ongoing maintenance obligations. The annexation of property into Community Facilities District No. 4 (Public Services) will not impact the City's General Fund.

CC #: 2880

File #: 0400-09-01

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

6.18. Utility Self Service Web Portal and Mobile App - Professional Services Agreement

Memo from Electric Utility Billing Operations Manager Andrea Blomquist and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 23-335 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a professional services agreement with E Source Companies, LLC for consulting services. The total cost of the agreement is $225,050. Funding is included in the Utility Billing - Customer Self-Service Web Portal and Mobile App Project budget in the Electric, Water Rehabilitation, Waste Services Rehabilitation and Wastewater Rehabilitation funds. The recommendation has no impact to the General Fund.

CC #: 2865

File #: 0800-03

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

6.19. Sierra Vista Specific Plan Parcel WB-52 Park Abandonment

Memo from Planning Manager Greg Bitter and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-334 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING ITS INTENTION TO ABANDON SIERRA VISTA SPECIFIC PLAN PARCEL WB-52 AS A CITY PARK AND SETTING A PUBLIC HEARING FOR SEPTEMBER 20, 2023. Staff requests Council declare its intention to abandon Sierra Vista Specific Plan (in the Westbrook area) Parcel WB-52 as a City Park and setting a public hearing for September 20, 2023. This begins the process of abandoning Sierra Vista Specific Plan Parcel WB-52 as a City park. There are no direct impacts to the General Fund as a result of this item.

CC #: 2863

File #: 0704 & 1001

CONTACT: Greg Bitter 916-774-5294 gbitter@roseville.ca.us

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

6.20. Council Discretionary Funds - Budget Adjustment

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending that the City Council adopt ORDINANCE NO. 6700 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council adopt an ordinance approving a budget adjustment in the amount of $19,322 to carry forward $4,322 of unspent FY2022-23 Discretionary Funds for use in FY2023-24 and to appropriate $15,000 of the annual earnings from the Citizen's Benefit Fund for the FY2023-24 allocation to the City Council Discretionary Funds. There is no fiscal impact to the City's General Fund.

CC #: 2856

File #: 0102-04 & 0201-01

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

6.21. Traffic Signal Maintenance Shop Tenant Improvement - Design-Assist Construction Agreement and Budget Adjustment

Memo from Project Coordinator Rebecca McCoy and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-341 APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN CARTER/KELLY, INC., AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6703 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a design-assist construction agreement with Carter/Kelly, Inc. for the Traffic Signal Maintenance Shop Tenant Improvement Project. The total project cost is approximately $1.7 million with a change order authority as needed up to 10% of the project. An additional $513,000 is needed to fully fund project construction. The recommended budget adjustment is for $235,000 from the Traffic Mitigation Fee Fund, $20,000 from the Transit Fund, and $258,000 from the Electric Fund for all demolition, construction, inspection and staff time. No General Fund resources will be used.

CC #: 2876

File #: 0900-04-03 & 0201-01

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

6.22. Staffing and Salary Updates

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6701 THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6694, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "I" TO BE EFFECTIVE AUGUST 26, 2023, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6702 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6696, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "R" TO BE EFFECTIVE AUGUST 26, 2023, AS AN URGENCY MEASURE. Staff requests that Council approve the A & B Management salary schedules to reflect the addition of Police Social Services Supervisor. Approval is also requested for the Temporary salary schedule reflecting the addition of Community Outreach Specialist; a wage adjustment and title change for Reserve Police Officer I; and the deletion of Police Reserve Officer I. Staff also requests Council approve the reclassification of one vacant Youth Development Program Coordinator and one vacant Parks, Recreation and Libraries Coordinator position to two Child Care Site Coordinator positions; the reclassification of a Development Technician to an Administrative Technician; and the addition of a Police Social Services Supervisor position. For the remainder of FY2023-24, the impact is as follows: (1) Environmental Utilities operating funds - $2,693, (2) Youth Development Fund – savings of $21,075, and (3) General Fund - $155,474, which was included in the FY2023-24 budget. All other changes will be absorbed, so no budget adjustments are requested.

CC #: 2875

File #: 0600-01

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

Ordinances (for second reading and adoption)

6.23. Second Reading- Roseville Municipal Code Amendment to Employees Annual Charitable Hearts Fund

ORDINANCE NO. 6704 AMENDING SECTION 4.07.030 OF CHAPTER 4.07 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING EMPLOYEES ANNUAL CHARITABLE HEARTS FUND, for second reading and adoption.

CC #: 2882

File #: 0216-02

CONTACT: Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

Reports / Requests

6.24. Out-of-Country Travel - Factory Automation Testing of Ultraviolet Disinfection System

Memo from Environmental Utility Preventative Maintenance Supervisor Jeremy Snyder and Environmental Utilities Director Richard Plecker recommending the City Council approve an out-of-country travel request for three Environmental Utilities Department maintenance personnel to attend factory automation testing at

the ultraviolet disinfection equipment manufacturer, Trojan Technologies, in London, Ontario, Canada. This travel is in preparation for the construction of the City's Ultraviolet Disinfection System Addition Project at the Pleasant Grove Wastewater Treatment Plant. The cost for travel and lodging for staff to witness this testing is estimated to be $8,250. This cost will be funded by the Pleasant Grove Wastewater Treatment Plant Ultraviolet Disinfection System Addition Project, which is funded by the South Placer Wastewater Authority.

CC #: 2867

File #: 0600-02

CONTACT: Jeremy Snyder 916-413-9236 jsnyder@roseville.ca.us

6.25. Out-of-Country Travel - Sacramento Metropolitan Chamber of Commerce Annual Study Mission Delegation

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Melissa Anguiano recommending the City Council approve one Economic Development Department staff member to attend out-of-country travel for the Sacramento Metropolitan Chamber of Commerce Study Mission in Toronto, Canada in September 2023. This year's delegation of civic, business and elected leaders will learn from Toronto's unique approach to revitalizing and strengthening community through the integration of economic growth, community development, health and culture. The cost of event registration, airfare, lodging, and per diem will total approximately $4,400. Funds are available within the Economic Development Department FY2023-24 budget in the General Fund.

CC #: 2868

File #: 0600-02

CONTACT: Wayne Wiley 916-774-5286 wwiley@roseville.ca.us

6.26. Response to 2022-2023 Grand Jury Final Report: Spending on Homelessness Within Placer County

Memo from Assistant City Manager Dion Louthan and City Manager Dominick Casey recommending the City Council adopt RESOLUTION NO. 23-340 AUTHORIZING THE MAYOR TO EXECUTE THE RESPONSE TO THE 2022-23 GRAND JURY FINAL REPORT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a response to the Placer County Grand Jury's 2022-23 Final Report: Spending on Homelessness Within Placer County, which was issued on June 27, 2023. The report included five (5) findings and two (2) recommendations, based on the Grand Jury's investigations, as required by law. Of the two (2) recommendations, the Roseville City Council was directed to provide a response to recommendation #2 only. Upon approval by the City Council, the response will be provided to the Presiding Judge of the Placer County Superior Court and to the Placer County Grand Jury. There is no fiscal impact associated with this particular request.

CC #: 2874

File #: 0106-02

CONTACT: Dion Louthan 916-774-5362 dlouthan@roseville.ca.us

6.27. League of California Cities Annual Conference 2023 – Designation of Voting Delegate

Memo from Government Relations Administrator Mark Wolinski and Deputy City Manager Megan Scheid recommending the City Council appoint Councilmember Scott Alvord as the voting delegate and Scott Pettingell, Assistant Finance Director, as the alternate voting delegate to the League of California Cities business meeting of the General Assembly. The League of California Cities Annual Conference is being held September 20-22, 2023 in Sacramento. The annual business meeting will be held on Friday, September 22, 2023, when the membership takes action on resolutions that establish League policy.

CC #: 2866

File #: 0106-04

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

END OF CONSENT CALENDAR

7. SPECIAL REQUESTS/REPORTS/PRESENTATION

7.1. Pleasant Grove Boulevard Widening Project - Adoption of Subsequent Initial Study/Mitigated Negative Declaration, Adoption of the Mitigation Monitoring and Reporting Program, Project Approval, Approval of Plans and Specifications, and Authorization to Call for Bids

Memo from Associate Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-345 ADOPTING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PLEASANT GROVE BOULEVARD WIDENING PROJECT. Staff requests Council adopt a resolution adopting the Subsequent Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Pleasant Grove Boulevard Widening Project; and approve the project as described therein; and approve the plans and specifications; and authorize staff to call for bids. The project scope includes widening Pleasant Grove Boulevard from four to six travel lanes from Woodcreek Oaks Boulevard to Foothills Boulevard and modification to various underground and traffic signal infrastructure to support the widening, all of which will be funded with developer-paid traffic mitigation fee funds. The project also includes the installation of various underground infrastructure to support the planned Misty Wood Aquifer Storage and Recovery Well Site (future Environmental Utilities Department project) and pavement rehabilitation of the roadway segment, all of which will be funded with Water Construction Funds and State Gas Tax funds. No General Fund resources will be used for the project.

CC #: 2881

File #: 0900-04-02 & 0400-06-02

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

Item 7.1 was heard before Item 6.10.

Public Works Engineering Manager Stefanie Kemen made the presentation to the City Council.

ECORP Consulting, Inc Senior Project Manager Mark Morse continued with the presentation to the City Council.

No public comment received.

Motion by Tracy Mendonsa, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-345 ADOPTING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PLEASANT GROVE BOULEVARD WIDENING PROJECT, and Approving the project described therein; and Approving the Plans and Specifications; and Authorizing staff to call for bids. The Motion .

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

7.2. Council Discretionary Funds - The Gathering Inn

Memo from City Clerk Technician Melissa Lipp and City Clerk Carmen Avalos recommending the City Council consider a request for sponsorship from Council Discretionary Funds for The Gathering Inn for their fourth annual "Gathering for Hope" event on November 17, 2023 in the amount of $3,000. The Gathering Inn is a multi-faceted, multi-location agency serving over 200 homeless men, women, and children every day in Placer County. There is no fiscal impact to the City's General Fund.

CC #: 2857

File #: 0102-04

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

Councilmember Tracy Mendonsa recused himself because of a conflict of interest due to providing catering services for the event.

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

The Gathering Inn Senior Director of Development Darlene Cullivan spoke in support of the event.

The Gathering Inn Board of Directors Member Mike Luken spoke in support of the event.

Councilmember Tracy Mendonsa returned to the dais.

Motion by Pauline Roccucci, seconded by Krista Bernasconi, to approve sponsorship for the Gathering for Hope 2023 event in the amount of

$3000. The Motion Passed.

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

Absent: Mendonsa

7.3. Exploratory Work Experience Education Program - Cooperative Vocational Education Agreement

Memo from Human Resources Intern Iulia Tarasova and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 23-339 APPROVING A COOPERATIVE VOCATIONAL EDUCATION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council adopt a resolution authorizing the City Manager to execute a Cooperative Vocational Education Agreement with Roseville Joint Union High School District (RJUHSD). RJUHSD coordinates Exploratory Work Experience Education (EWEE) programs for students to sample a variety of job opportunities to determine their interest and suitability for the occupation they are exploring. Unpaid internship opportunities provide students valuable, hands-on work experience and creates interest in future public sector employment to make an impact in their own community. By execution of this agreement, the City of Roseville would provide the EWEE students internship learning opportunities and oversight. There is no fiscal impact to the City.

CC #: 2873

File #: 0600

CONTACT: Iulia Tarasova 916-774-5292 itarasova@roseville.ca.us

Human Resources Director Stacey Peterson introduced Human Resources Intern Iulia Tarasova who made the presentation to the City Council.

Roseville Joint Union High School District Coordinator of Work Based Learning Terri Griffin continued with the presentation.

No public comment received.

Motion by Tracy Mendonsa, seconded by Krista Bernasconi, to adopt RESOLULTION NO. 23-339 APPROVING A COOPERATIVE VOCATIONAL EDUCATION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

8. APPOINTMENTS

8.1. Board of Appeals and Local Sales Tax Citizens' Oversight Committee -

Unscheduled Vacancy Appointments

Memo from City Clerk Technician Katrina Six and City Clerk Carmen Avalos recommending the City Council appoint one (1) individual to the Board of Appeals to a term expiring December 31, 2026 from the applications received from: Bob Bettencourt, Eric Rude, Sherry Rutledge, Louise Santiago, Robert Schmitt, and Patrick Vitalone; and appoint three (3) individuals to the Local Sales Tax Citizens' Oversight Committee to terms expiring June 30, 2027 from the applications received from Bob Bettencourt, Brian Boyd, Jordan Bunnell, Kathryn Kitchell, and Robert Schmitt.

CC #: 2878

File #: 0103 & 0103-41-03 & 0103-22

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

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

No public comment received.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to appoint Robert Schmitt to the Board of Appeals to a term expiring December 31, 2026; and appoint Bob Bettencourt, Kathryn Kitchell, and Jordan Bunnell to the Local Sales Tax Citizen's Oversight Committee to terms expiring June 30, 2027. The Motion Passed.

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

9. PUBLIC HEARING

9.1. Sierra Vista Specific Plan Parcel KT-41A & KT-41B (6000 Baseline Road) Erickson Senior Living – Development Agreement Amendment, Major Project Permit Stage 1, Major Project Permit Stage 2, and Lot Line Adjustment

Memo from Associate Planner Sean Morales and Development Services Director Mike Isom recommending the City Council adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A THIRD AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The proposed project will facilitate the development of a 2.1 million square-foot continuing care retirement community, consisting of approximately 1,200 independent living units, 40 skilled nursing beds, and 200 assisted living/memory care beds. The project entitlements include a Major Project Permit Stage 1 to review the site plan, a Major Project Permit Stage 2 to review the building elevations for Phase 1 of the project, a Development Agreement Amendment and a Lot Line Adjustment. The project is not anticipated to result in any negative impacts to the City's General Fund. The project will generate construction jobs.

CC #: 2881

File #: 0400-04-12-1 & 0400-07-01

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

Mayor Bruce Houdesheldt opened the public hearing at 6:48 p.m.

Development Services Planning Manager Greg Bitter introduced Associate Planner Sean Morales who made the presentation to the City Council.

Kris Steward on behalf of Erickson's Senior Living spoke in support of the project and responded to Council questions.

Steve Montgomery on behalf of Erickson's Senior Living Baltimore, Maryland spoke in support of the project and responded to Council questions.

Mayor Bruce Houdesheldt closed the public hearing at 6:59 p.m.

Mayor Bruce Houdesheldt re-opened the public hearing at 7:00 p.m.

Lorretta Laslo with Gilbane Construction inquired about local labor being used.

Mayor Bruce Houdesheldt closed the public hearing at 7:01 p.m.

Motion by Krista Bernasconi, seconded by Scott Alvord, to adopt the five (5) findings of fact and introduce for first reading and ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A THIRD AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

9.2. Infill Parcel 175 Rezone

Memo from Associate Planner Shelby Maples and Development Services Director Mike Isom recommending the City Council consider the Infill Parcel 175 – Bee Shine Carwash Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and introduce for first reading an ORDINANCE OF THE CITY COUNCIL 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 proposed project includes a rezone to modify the zoning of 1.23 acres on Infill Parcel 175 from Neighborhood Commercial to Community Commercial. The rezone will allow for the development of an approximately 4,542 square foot carwash facility with vacuum stalls, parking, and other site improvements. Application costs were borne by the applicant, and the project is required to pay all applicable impact fees. The project is not anticipated to result in

negative impacts to the City's General Fund.

CC #: 2859

File #: 0400-02 & 0400-06-02

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

Mayor Bruce Houdesheldt opened the public hearing at 7:01 p.m.

Development Services Planning Manager Greg Bitter introduced Associate Planner Shelby Maples who made the presentation to the City Council.

Len Travis owner of the property responded to Council questions.

Mayor Bruce Houdesheldt closed the public hearing at 7:12 p.m.

10. COUNCIL REPORTS / PUBLIC COMMENTS

No public comment received.

Flight Control and Water Conservation District Meeting- Councilmember Pauline Roccucci reported on attendance.

Back to School Night- Councilmember Pauline Roccucci reported on attendance.

CommUnity Picnic at Royer Park- Councilmember Scott Alvord and Mayor Bruce Houdesheldt reported on their attendance.

Penumbra Tour- Councilmember Scott Alvord reported on attendance.

Creekview, Westpark, & Fiddyment Neighborhood Association Meetings- Councilmember Scott Alvord reported on attendance.

Placer County Clerk Recorder Grand Opening- Councilmember Scott Alvord reported on attendance.

24-Hour Fitness Opening- Councilmember Scott Alvord reported on attendance.

Nicole Gee Drive Grand Opening- Vice Mayor Krista Bernasconi reported on the event being held on August 28, 2023 at 9 a.m.

Real Time Crime Center Tour given by Police Chief Troy Bergstrom- Vice Mayor Krista Bernasconi reported on attendance.

Sacramento Area Council of Governments Meeting- Mayor Bruce Houdesheldt reported on attending meeting on August 17, 2023

Arts Council of Placer County 4oth Anniversary- Mayor Bruce Houdesheldt spoke on the upcoming event.

State of the City, Friday August 25, 2023, Westfield Galleria- Mayor Bruce Houdesheldt spoke on the upcoming event.

11. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 7:23 p.m.

MINUTES
September 6, 2023

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

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Roseville Fire Chief Rick Bartee led the Pledge of Allegiance.

4. MEETING PROCEDURES

Assistant City Clerk Helen Dreyer announced the procedures for addressing the City Council.

5. PRESENTATIONS

5.1. Placer Business Alliance Update

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

Placer Business Alliance Executive Director Cherri Spriggs made the presentation to the City Council.

No public comment received.

Item for information only. No action taken.

5.2. Proclamation - Prostate Cancer Awareness Month - September 2023

Proclaim September 2023 as Prostate Cancer Awareness Month and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

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

Mayor Bruce Houdesheldt presented the proclamation to Jon Albrecht, who responded.

6. PUBLIC COMMENTS

Gerald Johnston spoke on 600 block of Sierra Boulevard parking issues and is requesting prompt enforcement, better signage, consequences, and towing options

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

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

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

Bids / Purchases / Services

7.1. Roseville Transit Comprehensive Operational Analysis - Contract Purchase Agreement

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-362 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INNOVATE MOBILITY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003167). Staff requests Council approve an agreement with Innovate Mobility to develop a Comprehensive Operational Analysis (COA) of Roseville Transit. The contract would be for a not-to-exceed amount of $156,959.18. Funding for the COA would be provided by a combination of a Caltrans Sustainable Communities grant and Local Transportation Funds. No General Fund resources will be used for this request.

CC #: 2909

File #: 0721

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

7.2. Active Transportation Plan - Contract Purchase Agreement

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-356 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALTA PLANNING + DESIGN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003166). Staff requests Council approve a contract purchase agreement with Alta Planning + Design, Inc. to develop an Active Transportation Plan (ATP) for the City for a not-to-exceed amount of $364,957. Funding will cover the base cost of the proposal in the amount of $329,957, as well as optional tasks to provide Project Data Sheets, Interactive Map Development, Interactive PDF Comment Tool and Updated Bicycle Design Guidelines. The optional tasks add an additional $35,000 to the base cost. Funding for the ATP would be covered by a combination of local developer funds and Local Transportation Funds. No General Fund resources will be used for this request.

CC #: 2901

File #: 0721

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

7.3. Galleria On-Route Bus Charging Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the Galleria On-Route Bus Charging project and authorize staff to call for bids. The project will construct two overhead bus charging systems at the Galleria Transfer Point. The engineer's estimate for construction is approximately $2,750,000. The project is being funded with state and local sources including: Solutions for Congested Corridors, South Placer Regional Transportation Authority, Low Carbon Transit Operations Program and Placer County Clean Air Funds. No General Fund resources will be used for the project. Construction of the project is anticipated to begin in early 2024 and be complete by the spring of 2025.

CC #: 2899

File #: 0721

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

7.4. Security Guard Services - Contract Purchase Agreement

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-363 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMERICAN GUARD SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002180). Staff requests Council approve a contract purchase agreement with American Guard Services, Inc. for security guard services piggybacking on the County of Riverside contract number RIVCO-99046-025-06/28. Staff also

requests authority for the City Manager or designee to execute two additional one-year renewals utilizing the same Riverside contract without further Council approval, based on staff's determination that continuing this service is in the City's best interest and contingent upon Council approval of budgets each year. Funding is included in the Facility Services Fund, the Electric Department's Electric Construction and Maintenance budget in the Electric Fund, and the Pleasant Grove Wastewater Treatment Plant operating budget in the Wastewater Operations Fund. The estimated total spend is $265,816 for the remainder of FY2023-24, $370,658 for FY2024-25, and $387,476 for FY2025-26.

CC #: 2914

File #: 0203-14

CONTACT: Joanna Oukrop 916-746-1102 joukrop@roseville.ca.us

7.5. Fleet Management Information System Replacement Project - Contract Purchase Agreement Amendment

Memo from Fleet Services Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-348 APPROVING A CONTRACT PURCHASE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TT FASTER LLC DBA FASTER ASSET SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002584). Staff requests approval of a contract purchase agreement amendment with FASTER Asset Solutions to add FASTER's motor pool management software module to the Fleet Management Information System Replacement project in the amount of $78,639. Additionally, staff requests approval for a 10% contingency should other items surface that marginally increase costs. Funding for this project was approved with the FY2020-21 budget process. Funds are provided by the Fleet Services and Fleet Replacement Funds. This project will not impact the General Fund.

CC #: 2891

File #: 0203-02

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

7.6. Avaya Voice Over Internet Protocol Phones - Purchase Order

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council approve a purchase order to Atlas Systems, Inc. as the lowest responsive and responsible bidder for Request for Quotations 10-3347 for the purchase of Avaya Voice Over Internet Protocol phones. The bid award of this new phone equipment allows for the complete deployment of a phone system for continuation of a high performing and reliable telecommunications environment. The cost of the new 1,292 devices is $174,931 and is budgeted in the Phone System Upgrade capital improvement project in the Information Technology Replacement Fund, enterprise funds, and other internal service funds.

CC #: 2902

File #: 0203-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.7. Personal Protective Equipment - Purchase Order

Memo from Fire Division Chief Ryan Harrigan and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 23-359 APPROVING A PURCHASE ORDER FOR PERSONAL PROTECTIVE EQUIPMENT. Staff requests Council approve a purchase order, not to exceed $700,000, for the purchase of personal protective equipment to Allstar Fire Equipment, a Lion Corporation authorized reseller, based on the Master Price Agreement (Contract # PS20065) as a qualified government member of National Purchasing Partners. The initial contract term ended on April 13, 2023 with possible extensions through June 13, 2026. The purchase total of the contract extension of July 1, 2023 to April 13, 2024 will not exceed $300,000, which is included as part of the Fire Department's annual budget. For the remaining extended terms of the contract, annual spend will not exceed $200,000 for April 14, 2024 - April 13, 2025 and $200,000 for April 14, 2025 - April 13, 2026, for a combined total of $700,000 over the terms of the contract extensions.

CC #: 2907

File #: 0203-12

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

7.8. Outage Management System and Interactive Voice Response Software Maintenance and Support Services - Sole Source Contract Purchase Agreement

Memo from Senior Electric Business Analyst Steve Hancock and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-364 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DATAVOICE INTERNATIONAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003109). Staff requests Council approval a sole source contract purchase agreement with DataVoice International, Inc. for software maintenance and support services. The total cost of the agreement is $455,131.63. The first year cost of the agreement is $142,961.31 and funding is included in the FY2023-24 Electric Fund budget. Funding for future year services is contingent on the approval of the respective Electric Department budgets.

CC #: 2915

File #: 0203-07

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

Resolutions

7.9. Federico Phase 1 - Village 20B - Notice of Completion

Memo from Senior Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-347 ACCEPTING THE PUBLIC WORK KNOWN AS FEDERICO – PHASE 1 – VILLAGE 20B 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 #: 2890

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

7.10. Downtown Roseville Specific Plan - The Belvedere Townhomes - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-369 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OLD ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the final map and Subdivision Agreement on file with the City Clerk and accept, on behalf of the public, the public utility and access easements offered thereon on the Belvedere final map. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 18 residential lots and 1 common area lot. The actions requested have no fiscal impact on the City's General Fund.

CC #: 2919

File #: 0401-02-02-1

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

7.11. Downtown Roseville Specific Plan - The Belvedere Townhomes - Access Easement and Maintenance Agreement

Memo from Associate Engineer David Samuelson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-368 APPROVING AN ACCESS EASEMENT AND MAINTENANCE AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND OLD ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval and execution of an Access Easement and Maintenance Agreement with Old Roseville, LLC. Under terms of the agreement, Old Roseville, LLC agrees to provide maintenance of the access agreement area, including drive aisle, landscape improvements, and related appurtenances. Therefore, approval and execution of the proposed easement and maintenance agreement will not result in a fiscal impact to the General Fund.

CC #: 2918

File #: 0401-02-02-1

CONTACT: David Samuelson 916-774-5442 dsamuelson@roseville.ca.us

7.12. Sierra Vista Village - FD-24 Phase 1 - Notice of Completion

Memo from Construction Inspector Supervisor Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-349 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE FD-24 PHASE 1 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 #: 2892

File #: 0400-04-12-1

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

7.13. Sierra Vista Village - FD-24 Phase 2 - Notice of Completion

Memo from Construction Inspection Supervisor Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-350 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE FD-24 PHASE 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 #: 2893

File #: 0400-04-12-1

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

7.14. Creekview Phase 3 Village 21 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-351 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 21 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 #: 2895

File #: 0400-04-13-1

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

7.15. Creekview Phase 3 Village 9 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-354 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 9 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 #: 2898

File #: 0400-04-13-1

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

7.16. Creekview Phase 3 Village 22 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-352 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 22 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 #: 2896

File #: 0400-04-13-1

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

7.17. Creekview Phase 3 Village 5 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-353 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 5 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 #: 2897

File #: 0400-04-13-1

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

7.18. Higher Education Task Force - Dissolution

Memo from Assistant City Clerk Helen Dreyer and City Clerk Carmen Avalos recommending the City Council adopt RESOLUTION NO. 23-362 DISSOLVING THE HIGHER EDUCATION TASK FORCE. Staff requests Council begin the process of dissolving the Higher Education Task Force (HETF). The HETF was created with the purpose of identifying policy recommendations that would guide the City in attracting higher education facilities and related investment opportunities to the community. Board members are appointed by the City Council and receive no compensation for their service.

CC #: 2910

File #: 0103-40

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

7.19. Electric Generation Turbine Controls Maintenance and Support Services - Support Services Program Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-358 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 approval of a Confirmation under the Support Services Program Agreement with the Northern California Power Agency for Siemens Energy T3000 Maintenance and Support services. The total cost of the services will not exceed $1,196,537.12 over five years. Costs for the first year of the agreement will not exceed $239,307.42 and funding is included in the FY2023-24 Electric Fund budget. Future annual costs are not to exceed $239,307.42 per year, with funding contingent on approval of the respective Electric Department budgets.

CC #: 2905

File #: 0800-03

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

7.20. 2022 Power Source Disclosure Reports and 2022 Power Content Labels

Memo from Electric Resources Planner David Siao and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-355 APPROVING SUBMISSION OF THE 2022 ANNUAL POWER CONTENT LABEL REPORTS AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORTS. Staff requests Council approval of the 2022 Power Source Disclosure Reports and 2022 Power Content Labels, which are state mandated reports detailing Roseville Electric Utility's 2022 energy supply. There is no fiscal impact with the approval of the 2022 Power Source Disclosure Reports and 2022 Power Content Labels.

CC #: 2900

File #: 0800-03

CONTACT: David Siao 916-746-1613 dsiao@roseville.ca.us

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

7.21. Church Street Wet Weather Upgrades Project – Professional Design Services Agreement and Budget Adjustment

Memo from Principal Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-357 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6706 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a sole source professional design services agreement with Water Works Engineers for the design of the Church Street Wet Weather Upgrades Project for a not-to- exceed amount of $347,000. This item also requests approval of a $110,000 budget adjustment for the project using available resources in the Wastewater Rehabilitation Fund. The project is funded by the Wastewater Rehabilitation Fund, which has adequate resources to fund the requested budget amendment.

CC #: 2903

File #: 0900-02 & 0201-01

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

7.22. Sacramento Urban Area Security Initiative - Grant Award and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-360 ACCEPTING A GRANT AWARD FROM THE SACRAMENTO URBAN AREA SECURITY INITIATIVE (UASI), APROVING THE CITY OF SACRAMENTO SUBAWARD AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6708 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff

requests Council approve the City of Sacramento Grant Subaward Agreement and budget adjustment to appropriate grant funding for the purchase of new gas masks. The recommended budget adjustment will add a total of $25,000 to the Police Department's budget in the City's Grants Fund. The City will be reimbursed for the purchases by Federal Homeland Security funds administered by the City of Sacramento. There will be no net fiscal impact on the City.

CC #: 2908

File #: 0323 & 0214 & 0201-01

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

Ordinances (for second reading and adoption)

7.23. Second Reading - Infill Parcel 175 Rezone

ORDINANCE NO. 6707 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 2904

File #: 0400-02 & 0400-06-02

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

7.24. Second Reading - Sierra Vista Specific Plan Parcel KT-41A & KT-41B (6000 Baseline Road) Erickson Senior Living – Development Agreement Amendment

ORDINANCE NO. 6705 ADOPTING A THIRD AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 2894

File #: 0400-04-12-1

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

Reports / Requests

7.25. Blue Oaks Retail Center Phase 2 - Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Blue Oaks Retail Center Phase 2 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 6 lots for future retail development. The actions requested have no fiscal impact to the City's General Fund.

CC #: 2889

File #: 0400-04-18-1 & 0400-07

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

7.26. HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 2nd Quarter 2023

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 #: 2906

File #: 0709-01

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

Ceremonial Documents

7.27. Resolution - Kerry Andrews

Commend Kerry Andrews for his 35 years of outstanding service and dedication to the City of Roseville, congratulate him for his many accomplishments, and wish him a long, healthy, and enjoyable retirement.

CC #: 2913

File #: 0102-10

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

7.28. Proclamation - Constitution Week September 17-23, 2023

Proclaim September 17-23, 2023 as Constitution Week and encourage all citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

CC #: 2911

File #: 0102-06

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Automated Materials Handling System - Contract Purchase Agreement

Memo from Parks, Recreation & Libraries Manager Natasha Martin and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-365 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INVENGO AMERICAN CORP DBA FE TECHNOLOGIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF

THE CITY OF ROSEVILLE (3003148). Staff requests Council approve a contract purchase agreement with Invengo American Corp dba FE Technologies to install, implement and support a new Automated Materials Handling (AMH) system. The current system has reached end of life, with many outages that impact library customers who are borrowing and returning library materials. Technological advances in AMH systems will continue to increase staff efficiencies, provide better features for library customers, and help the City absorb increased library visitations and circulation as Roseville continues to grow. The total not-to-exceed amount for this contract is $1,060,000, which includes $710,633.68 for initial equipment and installation costs, sales tax, and removal of existing equipment; $64,382 for additional equipment expenditures, as needed for change orders; and $71,246 per year for four (4) years of maintenance and support. Funding for this project was approved from FY2020-21 General Fund year-end budget surplus, with the annual maintenance and support expenditure to be included in each year's operational budget in the General Fund.

CC #: 2916

File #: 0716

CONTACT: Natasha Martin 916-774-5234 nmartin@roseville.ca.us

Parks, Recreation and Libraries Director Jill Geller introduced City Librarian Natasha Martin who made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 23-365 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INVENGO AMERICAN CORP DBA FE TECHNOLOGIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILE. The Motion Passed.

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

9. ORDINANCES

9.1. Roseville Parkway Extension Project - Award of Contract, Professional Services Agreement, Purchase Order, and Budget Adjustment

Memo from Associate Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-366 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DESILVA GATES CONSTRUCTION LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-367 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KCM ENGINEERING, INC., A CALIFORNIA CORPORATION DBA KNIGHT CM GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6709

AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve an agreement with DeSilva Gates Construction LLC for $21,286,286.50 and a professional services agreement with KCM Engineers, Inc., a California corporation dba Knight CM Group, for construction management services with a not-to-exceed amount of $2,309,693. Staff also requests Council approve change order authority of 10% of the contract amount or $2,128,628. Staff also requests Council approve a sole source purchase order to PDC Sacramento LPIV, LLC (Panattoni Development Company) for the purchase of embankment soil in the amount of $180,000. Lastly, staff requests Council approve a budget adjustment in the amount of $27,320,000 from the Traffic Mitigation Fund to fully fund construction, construction contingency/change order authority, staff time, and construction management costs. The project will construct a new four-lane roadway and bridge connecting Roseville Parkway between Foothills Boulevard and Washington Boulevard. Construction of the Roseville Parkway Extension project is anticipated to begin in late 2023. No General Fund resources will be used to complete the project.

CC #: 2917

File #: 0900-04-02

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

Public Works Director Jason Shykowski introduced Associate Engineer Jesse Khatkar who made the presentation to the City Council.

Public Works Director Jason Shykowski continued with the presentation.

No public comment received.

10. COUNCIL REPORTS / PUBLIC COMMENTS

No public comment received.

Northern California Water Agency Meeting- Councilmember Pauline Roccucci reported on attendance.

Placer County Water Agency Meeting- Councilmember Pauline Roccucci reported on attendance.

Roseville High School District Board Meeting- Councilmember Pauline Roccucci reported on attendance.

Northern California Power Association Legislative and Regulatory Meeting- Councilmember Pauline Roccucci reported on attendance.

Placer City/County Officials Dinner- Councilmember Tracy Mendonsa reported on attendance.

Blue Line Arts Display by Kevin Snipes- Councilmember Scott Alvord reported on attendance.

The Petal Connection- Councilmember Scott Alvord reported on attendance.

Roseville Police Activities League sponsored Chamber Breakfast- Councilmember Scott Alvord reported on attendance.

American Legion Post 169 in Royer Park- Councilmember Scott Alvord reported on attendance.

Boys Scouts Pack 1533- Councilmember Scott Alvord reported on attendance.

District Attorney Citizens Academy- Councilmember Scott Alvord reported on attending.

"State of the City"- Vice Mayor Krista Bernasconi congratulated Mayor Bruce Houdesheldt on event.

Street Dedication of Nicole Gee- Vice Mayor Krista Bernasconi thanked everyone that helped organize the event.

Board of Supervisors County Executive Board Meeting- Vice Mayor Krista Bernasconi reported on attendance.

Council of Governments Board of Directors Meeting- Mayor Bruce Houdesheldt reported on attendance.

Hot Fun Pink Run Practice- Mayor Bruce Houdesheldt reported on attending.

11. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 6:54 p.m.

COUNCIL COMMUNICATION

CC #: 2935
File #: 0203-10

Title:	Playground Equipment at the Roseville Soccer Complex – Purchase Order
Contact:	Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council approve a purchase order with Landscape Structures, Inc. using Sourcewell contract # 010521-LSI, effective through February 17, 2025 in the amount of $580,563.75 for the playground equipment at the Roseville Soccer Complex.

BACKGROUND

In March 2023, the Council approved a design-assist contract to Bothman Construction, Inc, (Contractor) to build the Roseville Soccer Complex. To ensure that the costs associated with construction of the Complex aligned with budget projections, several key elements were identified to be purchased by the City. The City would be able to purchase these items using “piggyback” contracts to ensure the lowest and best prices. “Piggyback” contracts have already been competitively bid by public agencies thus allowing other public agencies to purchase the same items at the accepted lowest and best rates. Other advantages in using the “piggyback” procurement approach is best value through competition, fair and equitable contracting opportunities for venders, public confidence in the use of public funds, improved ethical conduct in procurement and increased efficiencies in the purchasing process.

Elements for the Roseville Soccer Complex to be purchased by the City using this “piggyback” process include the artificial turf, the shade structure, the playground equipment and maintenance equipment. All of these items, except for the maintenance equipment, will be furnished to the Contractor and installed by the Contractor.

The purchase order for the playground equipment piggybacks Sourcewell Contract # 010521-LSI and is effective through February 17, 2025. This piggyback contract has been reviewed by Purchasing.

FISCAL IMPACT

The amount of the playground equipment purchase from Landscape Structures, Inc. is

$580,563.75. Funding for the identified “piggyback” elements, including this playground equipment, was approved in the FY2023-24 capital improvement program budget in the Roseville Soccer Complex project, utilizing a combination of resources from the General Fund, Strategic Improvement Fund, and Federal Stimulus Reserve – ARPA Fund.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution to purchase playground equipment for the Roseville Soccer Complex is an action that is subject to CEQA. Project level CEQA compliance for the Roseville Soccer Complex project was accomplished with preparation of the City of Roseville Regional Sports Complex: Subsequent Initial Study/Mitigated Negative Declaration (Adopted: August 17, 2022) (SCH: 2002082057). Because the purchase order for the Roseville Soccer Complex is consistent with the project evaluated in the City of Roseville Regional Sports Complex: Subsequent Initial Study/Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the City of Roseville Regional Sports Complex: Subsequent Initial Study/Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

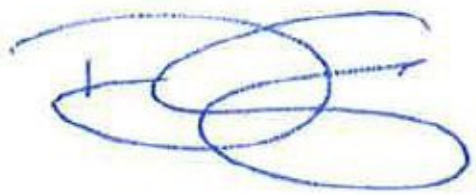
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
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

Respectfully Submitted,

Joel De Jong, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description
Playground Quote

Sourcewell Contract
Price Information

Landscape Structures Representative

Nick Philbin nickp@rossrec.com

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035
Fax: 763-972-3185

010521-LSI

Prepared For:

Contact Name	Joel De Jong	Phone	(916) 774-5924
Bill To Name	City of Roseville	Ship To Name	Roseville Soccer Complex
Bill To	311 Vernon St. Roseville, California 95678 United States	Ship To	2600 Westbrook Blvd. Roseville, California 95747 United States
Quote Number	00039973	Quote Date	8/1/2023
Opportunity Name	RSC Play Equipment	Quote Exp Date	10/31/2023
Quote Name	Landscape Structures play equipment design #1163780	Est Lead Time	28-32 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	LSI Custom Structure	Landscape Structures sports themed playground for Roseville Sports Complex. Design 1163780-3-6 as shown on bid plan sheet D5.2. Quote only includes the Landscape Structures play equipment materials as specified. Includes Sway Fun, Oodle swing, Toddler swing, Belt swing, Friendship swing, Molded seat/harness swing, Zipkrooz, Hedra Scout, Double Bobble spring rider, Cooltopper with Cool Mister (qty 3), Sensory Dome, Lolliladder, Pod climber, Portal climber, Super Netplex w/ Belt tunnel, Turbo Twister, Swiggleknots, Wobble pod, Quantis A.3, Rollerslide, Rope pull climber, Curva spinner, Slidewinder2, Single hill loop, We-go-Round, Global Motion, Sensory play station, Facet Crawl tunnel, Cascata bells, Tongue drum w/o mallet, Kundu drum, Kettle drum, Goblet drum and Welcome sign.	$531,925.00	$531,925.00
1.00	Sourcewell Ross Discount	Sourcewell (formerly NJPA) Ross Discount, Contract # 010521-LSI	-$26,596.00	-$26,596.00
1.00	Sourcewell LSI Discount	Sourcewell (formerly NJPA) LSI Discount, Contract # 010521-LSI	-$15,957.00	-$15,957.00

Materials Amount	$489,372.00
Tax Amount	$37,926.33
Labor Amount	$0.00
Freight Amount	$53,265.42
Total	$580,563.75

Notes to Customer

Landscape Structures Representative

Nick Philbin

nickp@rossrec.com

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Signature _____

Name _____

Title _____

Date _____

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: Quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection or safety surfacing, unless otherwise noted. Unless noted, freight costs are based on semi-truck access and do not include a lift-gate.

Deposits may be required before an order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote. Approval of this quote agrees to those terms.

If ordering materials after the quoted expiration date, please contact your sales representative for current pricing. Due to material cost increases and a fluid pricing environment, Ross Recreation cannot hold pricing past the stated Expiration Date on this quote. To secure current pricing, Ross Recreation will require the following:

- PO, signed quote or contract with approval for the order.
- Deposit if required by credit terms.
- Color selections and/or approved submittals.
- Acceptance of delivery when materials or equipment is ready to ship. Products cannot be held nor stored.

If this is a bid, it is the responsibility of the General Contractor to adjust their bid to accommodate for anticipated pricing based on the project timeline.

Sales tax will be based on the current rate at the time of shipping, not the order date. Customer will be expected to cover these, or any changes, to sales taxes.

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation, nor our subcontractors, are signatory to any unions; however, compliance with prevailing wage rate requirements will occur. If union enrollment is required by our subcontractor for completion of this project, Ross Recreation will require a Change Order to cover the costs of a per project enrollment and additional wage/benefit requirements.

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Sourcewell

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7th St. S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Landscape Structures Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Fred Caslavka 1A3A8D886566403...
By: _____	By: _____
Jeremy Schwartz	Fred Caslavka
Title: Director of Operations & Procurement/CPO	Title: Chief Financial Officer
Date: 2/15/2021 | 10:32 PM CST	Date: 2/15/2021 | 11:44 AM PST

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/15/2021 | 10:43 PM CST

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RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	Landscape Structures Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	601 7th Street S. Delano, MN 55328
Contact:	Elaine Harkess
Email:	elaineharkess@playlsi.com
Phone:	763-972-5243
Fax:	763-972-3185
HST#:	41-0971842

Submission Details

Created On:	Friday November 20, 2020 15:44:26
Submitted On:	Tuesday January 05, 2021 14:56:03
Submitted By:	Elaine Harkess
Email:	elaineharkess@playlsi.com
Transaction #:	9a53de68-bd30-44d7-924d-6248bbd8d68b
Submitter's IP Address:	96.39.128.58

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Landscape Structures Inc.	*
2	Proposer Address:	601 7th ST S Delano, MN 55328	*
3	Proposer website address:	https://www.playlsi.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Fred Caslavka Chief Financial Officer 601 7th ST S Delano, MN 55328 fredcaslavka@playlsi.com 763-972-5362	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elaine Harkess Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith Vice President of Sales 601 7th ST S Delano, MN 55328 DavidSmith@playlsi.com 763-972-5205	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Landscape Structures celebrates its 50th Anniversary in 2021. Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture. Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world. Landscape Structures is one of the few remaining independently owned manufacturers of playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating playgrounds and play spaces that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits to help kids realize there is no limit to what they can do today and in the future. Our core values--relationships, integrity, commitment, innovation, team and passion—enable us to fulfill our mission of enhancing the lives of children through play while honoring the environment. For a better tomorrow, we play today. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. With Steve's passion for creating playground products and designs that go beyond ADA requirements, we create truly inclusive play environments for children of all abilities. We also push the design envelope by creating some of the most creatively themed play events in the world, along with nature-inspired playground equipment that blends into the surrounding environments. Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation. See attached Landscape Structures History for more detailed information. *
8	What are your company's expectations in the event of an award?	Landscape Structures currently holds a Sourcewell contract (April 2017 thru April 2022 (extended in response to customer request)). We have seen sales under this contract nearly double from 2018 to 2020. If we are awarded a new Sourcewell contract, we expect the strong growth to continue. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcewell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. We have an established history and customer base to continue growing these sales. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcewell contract. *

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information. However, we understand our financial stability is a critical aspect in the decision-making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over $90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a $20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for the each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021. Our current bonding capacity of $10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding. We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations. If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns. Fred Caslavka, MBA, CMA, CPA (inactive) Chief Financial Officer and Risk Manager Direct: 763-972-5362 Cell: 763-221-0067 Report of Independent Auditors and Bank & Supplier References are attached.	*
10	What is your US market share for the solutions that you are proposing?	Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at 22%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.	*
11	What is your Canadian market share for the solutions that you are proposing?	Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 25%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Landscape Structures has never filed a petition for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprised of more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products. * The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager. The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The playground industry does not require any special licenses to be held by manufacturers. Landscape Structures is proud to be at the forefront of an industry that cares about children. We promote healthy kids and a sustainable world. We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards. CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA. CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce. The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act. All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA. ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality. ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious. Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response. What does this mean to a customer? This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the *

		processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment. Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services. In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements. Randy Watermiller, Vice President of Product Development, has been with Landscapes Structures Inc. for 27 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 15 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states. Third Party Certifications Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified. Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE – Landscape Structures has never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• 2020 Nineteen-year participant in the annual EPCOT International Flower & Garden Festival (since 2001) • 2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD • 2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement. • 2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine • 2016 Winner of the Episerver™ North American Website Awards for Best B2B Website • 2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play • 2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA) • 2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad • 2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation	*
17	What percentage of your sales are to the governmental sector in the past three years	Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.	*
18	What percentage of your sales are to the education sector in the past three years	Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures currently holds cooperative purchasing contracts with the following agencies: Sourcewell HGAC NASPO ValuePoint NCPA National IPA/Omnia Partners TIPS New York State Contract Ohio State Contract Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association) Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles Department of Recreation & Parks	Michael Shull, General Manager michael.a.shull@lacity.org	818-524-9053	*
Maryland National Capital Park & Planning Commission	Bridget Stesney, Division Chief Bridget.Stesney@pgparks.com	301-699-2533	*
Arlington Heights School District #25	Ryan Schulz, Buildings & Grounds Director ryanschulz@sd25.org	(847) 506-6900	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
See attached	Government	New York - NY	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	ON - Ontario	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	California - CA	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	New Mexico - NM	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	Illinois - IL	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.	*
24	Dealer network or other distribution methods.	Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.	*
25	Service force.	Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all of our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Landscape Structures has nearly 50 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcewell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcewell serves.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Landscape Structures has the ability and willingness to offer Sourcewell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share (currently estimated at 25%) in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades. We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A – Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers. Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and produce most of our marketing materials internally. Four examples of internal marketing materials are included in an electronic format. Examples included with this RFP are Play Catalog, SkyWays Catalog, Aquatix Catalog, and Hedra Brochure. In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit https://www.playlsi.com/en/view-playground-catalogs/ to view the most current version of our catalogs and product brochures.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, playlsi.com, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities. Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. Due to the unique nature of designing play structures and playground environments to meet individual customer needs and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, it is not feasible to provide online ordering. To date, governmental and educational customers have not expressed any interest in purchasing our products and/or services in this manner.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Landscape Structures offers many education and training sessions free of charge. “Playground Safety and Maintenance – Keeping Your Playground Safe and Compliant” is one of the topics provided in our Learning Academy program. Other topics offered are: Designing Natural Play Environments; Inclusive Play; Designing Fitness-Focused Playgrounds. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/	*
37	Describe any technological advances that your proposed products or services offer.	Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality play equipment is provided to our customers. Our product development team of 25 professionals is the largest among U.S. based playground manufacturers. Our annual spend on technology exceeds $4.5M. We implement the latest technology in our manufacturing processes in order for us to improve our service levels and expand our product offering. One example is DigiFuse® technology, which provides vivid, full-color, photo-realistic graphics to create one-of-a-kind playground designs. Images are fused onto metal panels using a proprietary process to create engaging graphical elements for the optimal combination of beauty, durability and play value. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market. To see more of our capabilities, see attached brochures: DigiFuse Inspirations, Concrete Solutions and Custom Playgrounds.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds worldwide, we’ve helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes. In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility. Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts. We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure we sell, supporting the planting of more than 350,000 trees since 2010. In 2008, we received the Tekne Green Award for our commitment to sustainability. Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing. “The foremost environmental protection is to design and produce products that last and perform for a very long time.” -Steve King, Cofounder and Chairman, Landscape Structures Design • Each person involved in the design and production of our play structures is an owner of the company, and quality and environmental stewardship are integral parts of our culture • Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures • Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life. • Recycled Permalene® panels offer post-consumer recycled content of 73 percent. Manufacturing • Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts • Steel and aluminum arrive cut to length to eliminate waste • High-efficiency light fixtures reduce energy use • Recapture and use heat energy from curing oven • Industry-leading recycling rates for all manufacturing waste Packaging • Individualized, custom installation documents – no wasted pages • Automated wrapping to reduce waste • Most packaging materials are recyclable and are provided with recycling instructions Transportation • Whenever possible, playground equipment shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a W/MBE.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. “Cool Journey”, our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our “lean” manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed. Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter. Here is a sample of the improvements we have made that result in providing our customers with a premier experience: • Manufacturing lead-time has been reduced from 40 days to 2 days. • Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can’t play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this. • If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again. • Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements! There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warrantied for one year. See attached manufacturer warranties.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Landscape Structures warranties do not impose usage restrictions.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Landscape Structures has playground equipment in both highly populated areas as well as very remote locations.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.	*
47	What are your proposed exchange and return programs and policies?	As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.	*
48	Describe any service contract options for the items included in your proposal.	Maintenance contracts are offered through some of our sales organizations.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 days from invoice date.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted up to $3,000 at time of order with no additional cost to the customer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our park and playground equipment and a single discount percentage off list price for our Aquatix product line. Aquatix Mechanicals and Design Services and all ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered. Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that "does the right thing" irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a "sale". Unlike many other manufacturers, we don't inventory finished product so "excess inventory" does not drive our spring or fall pricing. We do not offer "Grant" programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant "discount" to entice potential buyers to act so they can take advantage of the limited time "discount". Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a "lifetime" warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play and shade equipment. We are proposing a five (5) percent discount off list price on Aquatix® by Landscape Structures products. Mechanical and Design Services provided by Aquatix are priced on a line item basis.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding $80,000 in equipment (total discount of eight (8) percent). No additional discounts are offered for Aquatix. Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Landscape Structures would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Installation services offered through our certified installer network is provided on a "not to exceed" percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures. Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments. Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint cannot be shipped with the product, so it is shipped via air freight.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Individually marked hardware packets create efficiency for installation and accuracy of contents.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments. All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing. All order keyers and accounting personnel are trained to review orders for contract compliance. Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information. As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies. Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings and splashpads. Turnkey services are offered to include design and site consultation, installation and site construction services. To complement and enhance park and playground projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Playgrounds Recreation Shade Playground surfacing Outdoor exercise equipment Site amenities or furnishings such as picnic tables, benches and trash receptacles Aquatic solutions and splash pads	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	(•) Yes ( ) No	Landscape Structures' products include playground equipment for all ages and abilities. Children ages 6 to 23 months are gaining strength, stability and motor skills, along with a host of other physical and cognitive skills. At ages 2 to 5, children are developing physical play and are thinking more creatively. We have many playground designs that offer age-appropriate play to test their motor skills, strength, agility and more. Equipment includes Weevos®, arches with no prescribed entry points; PlayShaper®, playgrounds scaled for preschoolers and PlaySense® and Smart Play®, preconfigured toddler playgrounds Our PlayShaper®, Smart Play®, Weevos®, PlaySense® and Smart Play® playsystems support physical and cognitive development by following standard learning curricula for infants, toddlers and preschoolers. They're also designed to meet the unique safety needs of these age groups Kids ages 5 to 12 need physical and mental challenges while they play. Our commercial playground equipment for 5- to 12-year-olds help them develop balance, coordination, muscle endurance, problem-solving skills, social skills and much more. Equipment includes Evos®, gyroscopic-shaped playground equipment; PlayBooster®, our gold standard in playground design, and PlaySense® and Smart Play®, preconfigured playgrounds Kids 13+ love to stay active through play. We offer a wide variety of playground activities that meet the needs of this group to keep them engaged and challenged. From challenging net climbers to outdoor fitness products, you'll find choices that this hard-to-please age group will love. Site Amenities and Furnishings include shade structures, picnic tables, benches, trash receptacles and more—all designed to coordinate with your playground. Choose from our, Nature-Inspired Collection, Vivid Collection and more. The right pieces will create a clean, safe and welcoming spot for the whole community.	*

67	Water play and aquatic recreational structures and equipment.	(•) Yes ( ) No	With nearly 35 years of water experience, Aquatix (formerly Aquatic Recreation Company) is a leader in water feature, splash park, and spray park design, fabrication and construction. Pioneering integrated recirculation systems, the company provides a sustainable solution that empowers hours of innovative activity without water consumption limits, and the only manufacturer to offer a completely UL Listed system. By joining forces with leading playground equipment manufacturer Landscape Structures, Aquatix applies the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures lead the way in forward thinking design, leadership in the industry, and all-around play knowledge. Designed and engineered in-house, Aquatix focuses on creating interactive water park and splash pad products that encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays and much more, our water products provide an inclusive, sensory-rich play experience in water for children of all ages and abilities. Aquatix products meet or exceed ADA standards of accessibility for inclusive water play. Recycled materials and earth conscious manufacturing practices make Aquatix a leader in sustainability in aqua play products. Even more, Aquatix offers versatility by being a water play design and engineering company that uses stainless steel, fiberglass, and GFRC materials.	*

68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	(•) Yes ( ) No	Landscape Structures surfacing options include PebbleFlex® 2.0, a Landscape Structures product provided by Surface America, which combines the benefits of design, technology and safety into one revolutionary, high-performance breakthrough surfacing solution and AquaFlex® Porous Water Play and Pool Surfacing - Surfacing Solutions for Outdoor Water Play Areas. AquaFlex® Porous, a Landscape Structures product provided by Surface America, is the most common application for outdoor water play environments, such as municipal water play areas, splash pads and pool decks, as it allows water to penetrate through the surface. Even more, it helps evacuate water off the surface to allow for better traction. Landscape Structures combines the benefits of design, technology and safety into a revolutionary, high-performance breakthrough surfacing solution. AquaFlex® is the best surfacing option for your water play and pool deck needs.	*
69	Services related to the solutions above.	(•) Yes ( ) No	Landscape Structures, and our local sales channel, partners with manufacturer-certified playground installers and local contractors to provide installation services and other site work related to your playground project to provide turn-key solutions. These relationships mean the customer receives the benefit of best pricing available.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	We believe good design matters. Whether realized or not, design affects our perceptions and experiences. Our environment influences how we engage, learn and develop. A playground is a social space, and every child is different. We design with these differences in mind, in ways that respect and honor each pathway, while offering fun and exciting new challenges. There's nothing better than seeing a child's curiosity rewarded with the joy of discovery. Safety is Our Top Priority. Kids are always finding new and inventive—but not necessarily safe—ways to play on or around playground equipment. And while they may scrape an elbow or bruise a shin, it's important to take steps to eliminate the risk of more serious mishaps. We make playground safety a top priority at Landscape Structures, and we'll help keep kids safe with our age-appropriate products, safety surfacing and shade systems. We certify our products comply with standards to help keep your kids safe while they play.	

Landscape Structures has been actively involved with ASTM International (formerly American Society for Testing and Materials) in the development and on-going updates to ASTM F1487 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All standard products covered under the scope of the Standard in our 2020 (and upcoming 2021) Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010, with the exception of Rhapsody Outdoor Musical Instruments. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

Landscape Structures received our ISO 9001 certification in 1996 and were the first U.S. commercial playground equipment manufacturer to achieve this standard. In 1998, we were certified to ISO 14001 as the first U.S. playground equipment manufacturer and seventh company in the state of Minnesota to achieve the highest standard for conservation and recycling process. We comply with the latest versions of both the 9001 and 14001 standards for both our play and shade divisions.

What this means is that you can purchase park and playground equipment from us with confidence because we have processes in place to manufacture a quality product while being conscious of how we are impacting the environment. *

We offer a playground safety program to help teach elementary school students the importance of safe play. The program, featuring the Super Safety Team, Guardians of the Playground, contains practical tools for schools.

In addition, Landscape Structures has developed and made available Continuing Education Sessions approved by both the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System™ (LA CES). Sessions related to safety include the following:

- Maintaining Safe Play Environments
- Play it Cool: Have Fun in the Sun with Shade
- Designing a Safe Spray Park

Inclusive Play Allows Children of All Abilities to Grow Together. We believe all kids are created equal. That's why we create play environments using inclusive playground equipment that welcome kids and families of all abilities to learn, play and grow together.
Inclusive Play Design Philosophy: Our inclusive playground designs promote A Higher Level of Inclusive Play® by addressing accessibility, age and developmental appropriateness and sensory-stimulating activity.

Our team of designers follows the Seven Principles of Universal Design to create a playground that best fits the needs of those in your community:
1. Equitable Use. The design is useful to people with diverse abilities.
2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.
3. Simple and Intuitive Use. Use of the design is easy to understand regardless of the user's experience, knowledge, language skills or current concentration level.
4. Perceptible Information. The design communicates necessary information effectively to the user regardless of ambient conditions or the user's sensory abilities.
5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. Low Physical Effort. The design can be used efficiently and comfortably.
7. Size and Space for Approach and Use. Appropriate size and space are provided for approach, reach, manipulation and use regardless of user's body size, posture or mobility.

Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of abilities. This framework influences our Inclusive Play Design Philosophy to ultimately increase access, safety, comfort and social participation within our play environments.

		To help achieve our goals, Landscape Structures works with the following partners because we believe in what they are doing to create equity through play. Giving all children the opportunity to play together teaches them about their differences and their commonalities, thus eliminating bias. • Sensory Processing Disorder (SPD) Foundation and STAR Center • Inclusion Matters® by Shane's Inspiration • The Miracle League® To learn more about our Inclusive Play Partners, visit our website at https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/	
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Landscape Structures' Design Philosophy: Creating Space for Future Leaders We believe Design Matters. Play Matters More.® For us, design refers to what a play structure looks like as much as it does to the play value built into it. We simply cannot design one without the other. And for one good reason: Play value is what creates return visitors. That's why Landscape Structures designs play environments to be newly fresh and exciting upon every visit. Children enjoy a hive of activity that sparks the imagination, facilitates discovery and lends itself to new adventure. Integrated play opportunities ensure that there are always multiple options for a child's next move. Inclusive play spaces encourage children of all abilities to play alongside one another. And so we ask ourselves: Is it extremely fun? Once a playground has captured a child's attention, does it hold their attention better than a video game? Does it cause them to return on a regular basis? Do they bypass other playgrounds to get to it? Does it imprint itself upon their memory and become part of their childhood story? When those answers are yes, a destination playground has become a legend. By design. A Customized Experience – No company has more design talent, material options, advanced manufacturing capabilities or can provide more guidance to bring a unique destination to life. We learn about goals and vision, and work collaboratively to make it real. Whether a distinctive landscape, historical homage, custom fantasy or abstract wonderland, our design inspiration can jumpstart imagination. We strive to build something iconic together that will engage communities for decades. Landscape Structures has a long history of innovation and custom offerings. With our concrete operations, shade/heavy play capabilities as well as our basic manufacturing operations we have the ability to design and build almost anything our customers can imagine. We have a dedicated team of Custom Engineers and Custom Designers whose dedicated purpose is to design what the customer has envisioned. Whether the request is something as simple as adding a school logo or school colors to the play structure, creating a unique signage or as comprehensive as creating a completely unique themed playground we have the staff in place to make dreams come true.	*

73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	ISO: Landscape Structures is certified to the latest versions of both the 9001 and 14001 standards for both our play and shade divisions: • ISO 9001:2015 standard has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality • ISO 14001:2015 standard drives us toward operating in a manner that is environmentally conscious AISC - Certified Fabricator: Our SkyWays® shade products are certified to the American Institute of Steel Construction (AISC), which demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our shade products. The Consumer Product Safety Commission (CPSC) is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds. It is our opinion we conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010 with noted exceptions. Additionally, we meet or exceed the CPSC's Consumer Products Safety Improvement Act (CPSIA) of 2008. The CPSIA specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare products. CSA Group: Nearly all of our playground and park equipment is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA. IACET: We are approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET). IPEMA: We're proud to be a founding member of the International Play Equipment Manufacturers Association (IPEMA™), a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services, administered by TÜV SÜD America, validate our certification of conformance to the standards referenced below. • ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1 - Standard Consumer Safety Performance Specification for Playground Equipment for Public use • CAN/CSA-Z614-07 excluding clauses 9.8, 10, and 11 - Children's Playspaces and Equipment Most of our playstructures are also designed to comply with the 2010 ADA Standard for Accessible Design.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	
		NO EXCEPTIONS REQUESTED	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

Landscape Structures, Inc. #010521-LSI

Pricing for contract #010521-LSI offers Sourcewell participating agencies the following discounts:

- 6% discount off list price on Landscape Structures play and shade equipment for single orders up to $80,000 in equipment
- 5% discount off list price on Aquatix™ by Landscape Structures products

An additional 2% discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding $80,000 in equipment (total discount of 8%). No additional discounts are offered for Aquatix. Volume rebate programs will be considered on a case by case basis with the Sourcewell participating agency. Landscape Structures would extend that same volume discount program to all Sourcewell participating agencies, provided the same or similar volume commitment is given.

COUNCIL COMMUNICATION

CC #: 2940
File #: 0203-10

Title:	Shade Structures at the Roseville Soccer Complex – Purchase Order
Contact:	Heather Buck 916-774-5254 hcbuck@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a purchase order with PorterCorp using Sourcewell #012621-PPC, effective through March 5, 2025, in the amount of $2,278,057.96 for the shade structures at the Roseville Soccer Complex.

BACKGROUND

In March 2023, the Council approved a design-assist contract to Bothman Construction, Inc, (Contractor) to build the Roseville Soccer Complex. To ensure that the costs associated with the construction of the Complex aligned with budget projections, several key elements were identified to be purchased by the City. The City would be able to purchase these items using “piggyback” contracts to ensure the lowest and best prices. “Piggyback” contracts have already been competitively bid by public agencies thus allowing other public agencies to purchase the same items at the accepted lowest and best rates. Other advantages in using the “piggyback” procurement approach is best value through competition, fair and equitable contracting opportunities for vendors, public confidence in the use of public funds, improved ethical conduct in procurement and increased efficiencies in the purchasing process.

Elements for the Roseville Soccer Complex to be purchased by the City using this “piggyback” process include the artificial turf, the shade structures, the play structure and maintenance equipment. All of these items, except for the maintenance equipment, will be furnished to the Contractor and installed by the Contractor.

Sourcewell contract #012621-PPC has been reviewed and approved by the Finance Department's Purchasing Division. The contract is effective through March 5, 2025.

FISCAL IMPACT

The amount of the purchase order for the shade structures is $2,278,057.96 from PorterCorp. Funding for the identified “piggyback” elements, including shade structures, was

approved in the FY2023-24 capital improvement program budget in the Roseville Soccer Complex project, utilizing a combination of resources from the General Fund, Strategic Improvement Fund, and Federal Stimulus Reserve – ARPA Fund.

ENVIRONMENTAL REVIEW

Approval to purchase shade structures for the Roseville Soccer Complex is an action that is subject to CEQA. Project level CEQA compliance for the Roseville Soccer Complex project was accomplished with preparation of the City of Roseville Regional Sports Complex: Subsequent Initial Study/Mitigated Negative Declaration (Adopted: August 17, 2022) (SCH: 2002082057). Because the contract purchase agreement for the Roseville Soccer Complex is consistent with the project evaluated in the City of Roseville Regional Sports Complex: Subsequent Initial Study/Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the City of Roseville Regional Sports Complex: Subsequent Initial Study/Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

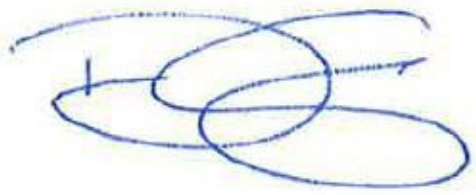
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
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

Respectfully Submitted,

Heather Buck, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

PorterCorp Sourcewell Contract

Poligon Pricing Sheet

Plaza Shade Structure Quote

Walkway Structure Quote

Playground Shade Structure Quote

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Sourcewell

Solicitation Number: RFP #012621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PorterCorp, 4240 N. 136th Ave., Holland, MI 49424 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 5, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

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The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 3/3/2021 | 2:13 PM CST

PorterCorp

DocuSigned by:
By: Ben Judy
2BB5979B9BB8496...

Ben Judy
Title: Director of Sales & Marketing

Date: 3/3/2021 | 11:39 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 3/4/2021 | 8:58 AM CST

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RFP 012621 - Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services

Vendor Details

Company Name:	PorterCorp
Does your company conduct business under any other name? If yes, please state:	Conduct business under the brands Poligon and CEAS+
Address:	4240 N. 136th Ave Holland, MI 49424
Contact:	Ben Judy
Email:	ben.judy@portercorp.com
Phone:	616-405-5272
Fax:	616-399-9123
HST#:	

Submission Details

Created On:	Tuesday December 01, 2020 07:26:00
Submitted On:	Monday January 25, 2021 18:38:06
Submitted By:	Ben Judy
Email:	ben.judy@portercorp.com
Transaction #:	29d76721-31ca-43cb-b73d-84abc9026b9a
Submitter's IP Address:	165.225.61.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PorterCorp	*
2	Proposer Address:	4240 N. 136th Ave Holland, MI 49424	*
3	Proposer website address:	www.portercorp.com www.poligon.com www.ceasplus.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ben Judy - Director of Sales & Marketing 4240 N. 136th Ave., Holland, MI 49424 616-888-3543 ben.judy@portercorp.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David D'Amico - Inside Sales Manager 4240 N. 136th Ave., Holland, MI 49424 616-888-3532 david.damico@portercorp.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PorterCorp has been manufacturing shelters since 1964 and was the original manufacturer to provide an easy to assemble, bolt together shelter that eliminates bird nesting and exposed anchor bolts. The Poligon brand is the leader in shelter manufacturing and is the most specified product throughout the United States and Canada. PorterCorp (the parent company) is owned by Playcore that believes in passionately providing dynamic play and recreation opportunities through innovative design, empowered employees, and dedicated customer support with over 25,000 installations and 38 sales representatives. Poligon is a brand of PorterCorp, the most specified shelter manufacturer in steel, wood and fabric. CEAS+ is a new brand created by PorterCorp 5 years ago targeting the architectural and commercial markets. Both brands sell and market open air steel structures and are part of this RFP. Our 145 employees are dedicated in manufacturing the highest quality of open-air structures that are done right, on time and exceed customer's expectations. PorterCorp business philosophy: When a park is created, so too is a community's image. These spaces become destinations, landmarks, and visual calling cards for years to come. Successful park development addresses many considerations to create a functional and inviting locale that gives communities a place to relax, play, make memories, and take pride in. Each site calls out for its own shapes, colors, and design. Park structures can be designed to follow along with surrounding architecture or lead the way with a bold direction of their own. Examples of both aesthetics can be seen in our catalog. As you browse through it, we hope it assists you in creating the ideal park setting for your community. Just as each site is distinctive, there are no "stock" buildings at PorterCorp. Each building is made one-at-a-time to customers' requirements. Customers select shapes, colors, ornamentation, roofing and special features. Computerized and automated manufacturing techniques speed this process up, while keeping costs and the price down. Since 1964, we at PorterCorp have been committed to providing a better way to create individually tailored parks, schools, churches and others that communities can be proud of. For today and for future generations, we do our best to make customers proud to not just have a 'shelter', but to have chosen a Poligon. PorterCorp's mission statement and guiding principles: Our Mission is to profitably grow our business by passionately providing dynamic play and recreation opportunities through innovative designs, empowered employees, and dedicated customer service. Guiding Principles: 1) We must provide top quality as perceived by the customer. We will provide superior service with emphasis on our intangibles, fasted by extraordinary responsiveness. 2) We must pursue fast paced innovation. To assure us of this, we will invest in application-oriented small starts and will encourage pilot runs. 3) We will create a corporate capacity for innovation. We will need to incorporate creative swiping (not invented but reinvented here). We must use word-of-mouth marketing and support committed champions. 4) Fast failures: if it doesn't meet our objectives or our quantitative innovations goals, we must move on and take what we learned and apply it to the next pilot. 5) We must pursue self-managed teams – involve everyone in everything. 6) We must listen/celebrate/recognize. We must create and maintain greatness by training and retaining in a systematic, structured manner. 7) We must lead by empowering our team members. We must pay attention – listen, listen, and then prescribe the solution. 8) Evaluate everyone on their love of change. Create a sense of urgency – do it right, do it right now. 9) We must measure what's important, revisit the chief control tools, and decentralize information, authority, and strategic planning. 10) We must demand total integrity and know that we each must earn the right to be part of the team each day. Delighting the Customer	*
8	What are your company's expectations in the event of an award?	PorterCorp became an awarded member in October of 2010. Our sales and distribution teams have used this as a major sales tool for over 10 years and have seen our sales increase steadily since the contract award. We have built a partnership in cooperative purchasing our company has not seen before. We believe with us working together we can continue to increase the purchases made by Sourcewell members for continued growth and success. We look forward in continuing to educate and train eligible Sourcewell members and our PorterCorp Team the benefits of cooperative purchasing and Sourcewell.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As of January 2021, PorterCorp has been in business for 57 years. During that time, we have grown our core business, by creating new products building the most recognizable brand in the shelter industry and have grown through acquisitions and new brands. For the past 25 years, we have produced positive operating income without exception. (reference document in financial strengths and stability folder)	*
10	What is your US market share for the solutions that you are proposing?	Poligon currently estimates our US market share between 47%-55%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Poligon currently estimates our Canadian market share between 57%-62%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	PorterCorp has never been petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PorterCorp is a manufacture of open-air structures and structural insulated panels. Poligon has been selling through its exclusive rep/dealer channel in the park and recreation and educational markets since 1976. Many of our dealers are family business who have been representing Poligon for 2 or 3 generations. Our dealers are the most established, competent, loyal, customer service driven team in the industry. Poligon is the premier brand in open air structures allowing us to align ourselves with the premier dealers. Our CEAS+ brand is also marketed through a separate dealer network and is presently represented by 14 dealers within the U.S. and Canada. All PorterCorp's reps and dealers are independently owned and operated. In addition to the sales and service force PorterCorp provides, our reps and dealers are considered an extension of our company. We work closely together to provide exceptional service to all Sourcewell members. The reps/dealers play in important roll in providing project management, customer service and installation services in order to provide a total turnkey solution for any open-air structure. 90% of PorterCorp's dealers are also selling playground equipment and other park related products (Playpower, Landscape Structures, Sof Surfaces, Rain Drop, etc.) held by a Sourcewell contract making them more valuable to Sourcewell members.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Certifications: AISC Building Fabricator valid through 7/31/21 (see certifications folder) PCI 4000 through 9/21/2021 (see certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certification or license be required that we do not possess in house, we utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). (See Buy America certification letter in certifications folder) Professional 6 SIGMA Black Belt on Staff. Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (See documents in certifications folder)	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PorterCorp has not been the subject of any suspensions or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	- PCI 4000: Powder Coating Institute - AISC: American Institute of Steel Construction - Community Build initiative with NRPA: 3 of the last 5 years Poligon has participated in NRPA's community build project. See additional info and testimonial: - The City of Orlando would like to express our sincere gratitude for your donations to help us make Grand Avenue Park a wonderful addition to our community. We produced a video for the NRPA conference to highlight the park. The video was shared by NRPA on its conference page, but I wanted to share the link again with you. https://spaces.hightail.com/receive/v37HcgDqnQ/fi-4cf68c39-9c35-412d-8fd5-88e4c6342bcf/fv-10a218f6-7b3a-47f9-bd77-951230b91304/Grand%20Ave%20Improvements%20Video%20v2.mp4 Thanks so much for all you're doing for us. Ken Pelham, Landscape Architect, RLA, LEED-AP City of Orlando Families, Parks, & Recreation Department	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 75% Poligon's current national sales are to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Approximately 6% Poligon's current national sales are to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any other cooperative purchasing contracts besides Sourcewell. We feel holding one contract allows our dealer network and inside sales team to focus on a single program to properly market and communicate the details for such program in an effective manner. We feel it is in our customers best interest to support a cooperative purchasing contract operated by a government entity that adheres to legal criteria of a bid contract and is widely accepted across multiple government and nonprofit platforms.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	PorterCorp does not hold any GSA contracts nor does it hold any Standing offers and Supply Arrangements (SOSA).	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Mateo Foster City SD	Bob Price	650-312-7499	*
Palm Springs USD	Seandee Jackson	760-883-2710	*
Onondaga County	Beverly Chapman	315-435-3474	*
Town of Greece	Peter O'Brien	585-720-2934	
City of Murray	Kim Sorensen	801-264-2614	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Murray	Government	Utah - UT	Materials Only	$206,000	$1,029,000	*
Palm Springs USD	Education	California - CA	Materials Only	$77,000	$1,080,000	*
Bellflower USD	Education	California - CA	Materials Only	$49,000	$485,000	*
McFarland USD	Education	California - CA	Materials Only	$390,000	$390,000	*
City of Sterling	Government	Illinois - IL	Materials Only	$320,000	$320,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PorterCorps direct sales force is made up of the following: - 1 Director of Sales & Marketing: Overseeing sales management and marketing for all open-air structure brands, including the management of all Poligon reps and outside sales activities. - 1 Inside Sales Manager: Manages Inside Sales team working on all presale activity for CEAS and Poligon (quotes, drawings, product questions, coordinating customer meetings). - 2 Inside Sales Personnel: Working directly with Poligon reps and dealers assisting with all presale activity (quotes, drawings, product questions, coordinating customer meetings). - 4 Business Development Managers: Working in the field with CEAS and Poligon reps/dealers to acquire new business and customers by establishment of a sales pipeline. Also includes the requirement to grow and retain existing customers by presenting new solutions and services to clients. - In addition, we have an extensive dealer/rep network noted in question 24.	*
24	Dealer network or other distribution methods.	PorterCorp has 38 Poligon dealers/reps (see Rep Listing Poligon in additional docs folder) across North America including Alaska, Hawaii and Canada. These geographic regions are serviced exclusively by these Poligon representatives. For additional market coverage a new brand was created called CEAS+ to market open air steel structures to the architect and commercial channel. The CEAS brand is serviced by 14 independent dealers (see Rep Listing CEAS in additional docs folder) and 4 direct Business Development Managers who are employed by PorterCorp. CEAS is the only shelter manufacture exclusively serving the architect market. PorterCorp has the most extensive, well trained and rep organization in the shelter market. 90% of PorterCorp's rep groups sell a playground line which holds a Sourcewell contract. This is vitally important to have a group well trained in cooperative purchasing and Sourcewell making it easier to combine multiple products all under one contract….Sourcewell.	*
25	Service force.	PorterCorp has over 50 service personnel used to assist customers and dealers to Delight all our customers and Sourcewell members. The group is made up of accounting, engineering, drafting, order processing inside sales, outside sales installation support and customer service. Specifically, we have 3 dedicated employees in installation support to assist customer during installation and to resolve any installation concerns that arise. These Team Members are factory trained and specialize in the understanding of how our open-air structures are manufactured and installed and are well skilled in problem resolution. 3 FEQ are in the Order Processing Team to service customers post PO placement. Rest of the team is made up of accounting, design, engineering support staff to provide service to customers.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PorterCorp (including CEAS and Poligon brands) have over 300 dealers and direct personnel dedicated to customer service in North America. We believe customer service starts with our first contact and does not end even after the product is installed. Our experienced sales team will ensure the customer is well educated on the product they are purchasing. Once the order is entered our Oder Processing Team (OPT) project manages the order making sure we communicate deliverables (drawings, engineering manufacturing) as well as updating the customer on any additional requirements needed (down payment, credit app, colors, submittal approval, samples, electrical cutouts, etc.). Generally, first point of contact for any issue is our sales representatives and dealer to understand the project scope and issue in question. For installation or warranty related concerns, these are handled in the following manner: 1. Poligon representative may be familiar with the issue and will handle themselves or get a proper response from the factory as required. 2. Customer Service issues relating specifically to installation or quality are directed immediately to the PorterCorp Quality Team. The quality members are always available and have smart phones for access beyond the normal hours of 8-5. Response times are within 24 hours, if one person is out or occupied the back-up person is available for handling of the issue. All conversations are documented with date, time, conversation and action item required. NCM (Nonconformance material report) is initiated and entire customer issue is tracked in its entirety throughout the process until it is closed. PorterCorp has 8 structural engineers. If an engineering letter is required or a building inspector needs an on-site answer PorterCorp can provide response times usually less than 24hrs to resolve the matter in a quick and professional manner. 3. All drawings are kept in electronic format, issues are diagnosed quickly and efficiently if there is a field question. 3D CAD modeling is used to recreate the entire structure and to see what the customer is seeing. Each part is labeled and etched for proper identification. NCM report generated by our Quality Department for any customer issue/concern/contact that occurs. (see NCM form in additional docs folder). Root cause analysis is done for each NCW by the PorterCorp quality department. The length of time to process issues will depend on the complexity of problem and customer response time.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	PorterCorp is authorized to sell products and provide services in all 50 states and Canada. We will be able to fully serve all geographic areas through the proposed contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Canada is an important part of our current business and is an area we want to continue to grow in years to come. We currently have a well-established sales, marketing, distribution and customer service program and process to service the Canadian market. We have a well informed and educated Team in Canada that can service all provinces. Everything that we provide to customers in the U.S. we provide currently to Canada. This includes pricing, product offering, marketing, ability to move freight easily across the border, handle any import duties/taxes and provide a turnkey program all the way through installation. Our dealers are well versed in moving product across the border, handling duties, converting marketing literature to French and providing installation for a total turnkey solution. We have yet to see significant purchasing requests from cooperative purchasing in Canada, however we do have a willingness and ability to pursue this market in the future given the right tools and support from Sourcewell. Should the opportunity present itself and PorterCorp receives an award we are prepared to develop a pricing programming for Canada based on an exchange rate formula and any applicable duties and taxes.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PorterCorp will be able to fully serve all Sourcewell members in all geographic areas through the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None. Sourcewell members in all geographic areas will be fully served by our proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None, we can distribute, ship, and service to all members in Hawaii, Alaska and in all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	- Sourcewell brand identification on all our websites on home page that include: Steel, Fabric, Wood and CEAS. Website home page identifies our affiliation with Sourcewell (see attachment Poligon home page in marketing folder). - Dedicated web page to Sourcewell, including contact info to Sourcewell, direct links to Sourcewell, video links, etc. (see attachment Sourcewell page in marketing folder). - Sourcewell brand identification on all published printed marketing materials, catalogs, brochures, etc. (see attachment Fabric and Farmers market brochure in marketing folder). - Specific marketing PDF document for all brands promoting the benefits of cooperative purchasing and Sourcewell. (see attachment Sourcewell Awarded contract CEAS/Poligon in marketing folder). - All trade show events we fly the Sourcewell flag and have trained personnel to discuss the contract and cooperative purchasing. (see attachment CASH show in marketing folder). - PorterCorp attend H2O, have not missed an event for past 11 years. - PorterCorp personnel and their dealers attend GTKU events held in their specific regions. - PorterCorp personnel and their dealers attend Sourcewell University events held in their specific regions. - Include Sourcewell brand identification on all printed advertising materials in trade publications. (see attachment LASN Poligon in marketing folder). - Promote and provide educational training to our dealer network with quarterly distribution of our Rep Reporter. (see attachment RepReporter in marketing folder). - New rep training events at PorterCorp held twice per year. Allocating time in the agenda to train to reps and dealers regarding cooperative purchasing and Sourcewell. - Annual award given during National Sales meeting by Sourcewell contract manager that recognizes the dealer with most sales using the Sourcewell contract. - Over the years we have conducted virtual training events in partnership with Sourcewell to our rep and dealer base.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	- Easy to navigate product listing on the website for customers to view specific models by application, including standard, modified or custom shelters. - Flickr photo link for customers and dealers to access a complete photo library. https://www.flickr.com/photos/144374304@N03/albums - Complete offering is shown on the home page to direct the customer to specific shade needs, fabric, wood, or steel. - Website login customers to download an E-1 drawings (schematic drawings) in a variety of formats to place in their project plan. All standard buildings are available for download. - If a customer does not know what building they need you can go into a specific market segment (parks, schools, urban/government, aquatic centers) on the website to find shelter product made for that specific segment. - Poligon uses a web-based pricing system (configurator) that can provide immediate pricing to Sourcewell members for all standard and modified products representing 70% of the total business sales. - We monitor and update our Facebook page. https://www.facebook.com/PoligonStructures/ - Metadata from our website drives a lot of our new product development and key word development for websites and architectural platforms. - PorterCorp is launching a new dealer portal in 2021 with Salesforce that integrates with our ERP and pricing configurator to provide a more robust market, sales and process driven system enhancing the customer experience.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	PorterCorp anticipates that Sourcewell will continue to promote PorterCorp products, services to their members through their website, social media, trade shows, and publications. The leads we currently get from these platforms are reliable and are quickly acted upon. We expect Sourcewell to continue to support our sales teams by answering questions from members regarding Sourcewell, the cooperative purchase process and other legal information. Having worked with Sourcewell and their Contract Managers I have found them helpful, easily accessible, prompt in response time and overall willingness to help the government, nonprofit agency and contract holder. We want Sourcewell to continue to promote their contracts through local and state government legislation. Much like Sourcewell, we strive to be the preferred quality solution provider for open air structures. Creating an environment that showcases PorterCorp and our product/service offering is highly important to current members' confidence in purchasing off our contract, as well as future members that we seek to bring into the cooperative. Over the last 10 years PorterCorp has successfully integrated Sourcewell into our sales process which is evident by our growth and longevity with Sourcewell. We have done this through a commitment from our entire organization which is followed by training, prompt service, education, marketing support and continued communication with Sourcewell. We look forward in continuing to educate the PorterCorp Team and eligible members on the benefits of Sourcewell.	*

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Poligon's custom design and engineered to order shade and shelter products and services they are not available through a e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Poligon offers a 1-day Installer Certification program for installation companies to complete. Upon course completion Poligon certifies that individual/company use best practices when installing a Poligon shelter. This is important to Sourcewell members knowing they have access in contracting with a Certified Installer assuring our products are installed in accordance to the manufacture's specifications. Training is optional and the course has a minimal fee of $50 per person (which includes lunch, training materials, certificate, and a Certified Installer outerwear. (see Certified Installer requirement application in certificates folder) Under the PorterCorp brands we offer 3 AIA and ASLA approved HSW CEU courses. These courses can be taken online, virtually or conducted in person by PorterCorp personnel or it's dealers. The training is optional and there is now cost to the certification.	*
37	Describe any technological advances that your proposed products or services offer.	- PorterCorp has an online pricing system that can quickly price all catalog products literally in seconds. It can also provide the corresponding building code and can quickly adjust pricing to adjust for wind load, snow load, building height, paint finish roof types, etc. - Poli-5000 paint finishing system (see Poli-5000 specs in additional docs folder).The most durable paint finish in the shelter market. We also offer other unique finishes not normally available in our market (Antiquity finish, powder coat over galv). - All CNC programed equipment based off a CAD model, eliminating the chance for mfg. errors. - Relatively new ERP system to better manage process, projects, scheduling, mfg., reporting, order entry, quality, maintenance, etc. Phase two for integration with customer experience planned mid-year 2021. - New 3D rendering software that converts a Solidworks model to a realistic open-air structure that can be placed into a site photo giving the customer a realistic representation of our structure on their site. - All schematic and engineering drawings use 3D Solidworks software allowing customers to see their design in a 3D colored model as well as having the ability to easily convert it to multiple file formats. By leveraging our consultative approach with our engineering/design and sales teams we strive to create product solutions that meet the needs of our customers, and continually bring many new product offerings and modifications to the market. Every year our new products and innovation team meet and introduce new ideas. This allows us to enter new market segments as well as making our product easier to install, which in turn creates a lower installed solution for Sourcewell members.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	PorterCorp is committed with its leadership and actions to protect the environment with the implementation of programs, manufacturing of sustainable guidelines. We focus on minimizing the emissions to air, water and land through programs that reduce pollution that harm the environment while conserving energy. - Installed LED efficient technology lighting throughout the office and manufacturing plant. - On site waste management in the office and manufacturing which includes recycling of scrap materials (steel, foam, paper) and other packaging materials. - Baler in plant for recycling of cardboard, - Non reusable electronic components are recycled though a certified recycling center. - Use of a powder coating paint finishing system producing 0 VOC emissions and is more environmentally friendly than liquid paint, e coat primer and zinc rich primer systems. - PorterCorp is a manufacture of SIP panels used in the construction of zero energy homes - Reclaim 100% of powder from prime coat booth and reuse. - Published dealer listing of recycle centers where customer can dispose of fabric tops. (see fabric recycle centers in additional docs folder) (See LEED doc in certifications folder)	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Certifications: AISC Building Fabricator valid through 7/31/21 (see document in certifications folder) PCI 4000 through 9/21/2021 (see document in certifications folder) LEED (Leadership in Energy and Environmental Design) is a national standard developed by the United States Green Building Council to certify sustainable buildings. LEED buildings can help save energy, conserve resources, protect occupant health, and improve owners bottom lines. PorterCorp products can assist a member's project in meeting LEED certification in the following areas: PorterCorp has a LEED AP professional on staff. Sustainable Sites, Alternative Transportation Bicycle Storage, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Sustainable Sites, Heat Island Effect/Roof, 1 credit Material and Resources Credit, Construction Waste Management, 1-3 credits Material and Resources Credit, Recycled Content, 1-3 credits Indoor Environmental Quality, Environmental Tobacco Smoke (ETS) Control Prerequisite 2, required. (See LEED document for further specifics in certifications folder) Ability to sell product that meet following criteria (Buy America and Buy American).(See Buy America certification letter in certifications folder)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PorterCorp does not have any WMBE or veteran owned business certifications. When specifically required on a job, we make every effort to hire local qualified WMBE subcontractors. In addition, we do have many dealers that meet this requirement and our goods and services can be sourced through them in order to meet any minority owned business certifications. Current known WBE territories include: New England, NC, SC, IL, WI, IN, TX, UT.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Poligon by PorterCorp open air structures provide a custom designed, engineered to order product to your specific site, that is stamped by an engineer for your specific state, to a specific building code from foundation to the steel frame to roof deck. The metal frame and finish come with a 10-year warranty utilizing PorterCorp's in house Poli-5000 powder coat paint system. The metal roofing is supported with a 20-year material and finish warranty. The fabric is supported with a 10-year performance and color warranty. We support a process that we refer to as DEFI, we DEFI conventional construction by offering Sourcewell members open air structures that we: D (Design): Provide design assistance that is free to the member. We can literally take a napkin sketch and develop a full 3D rendering of the customers vision. E – (Engineer): With a host of engineers on staff we not only provide fully stamped drawings and calculations for a specific site, but we can also engineer the footing. By having in house engineers, this affords us the opportunity to have constructive programming calls direct with customer to discuss their specific project details, specifications, soil conditions and any other outlying attribute that may affect the performance on our structure to a specific site location. During the engineering and design phase we also provide dynamic pricing as the project evolves, which is an efficient way of keeping everyone informed and to keep the project within budget. F - (Fabricate): PorterCorp design includes a prefabricated kit of primarily steel tube knocked down that can then be easily assembled on site per Poligon's details and instructions. Fabrication uses architectural welds, AESS standard, tube steel to eliminate bird nesting, Poli-5000 powder coat, hidden fasteners, all under AISC steel certification guidelines. I – (Install) – Project specific installation drawings and easy bolt together members allow for fast and efficient installation. Poligon also provides in house installation and engineering support after shipment should it be required. Installation services provided by our dealer/rep network. PorterCorp's strength truly lies in the breadth of talent and expertise of our staff. Aside from the certifications listed, our team also consists of licensed professional engineers, certified public accountants, master's degree recipients and US patent holders. With a dedicated sales force with years of experience, partnered with a professional design team, the largest most professional engineering team in the industry we bring a unique skill set to the industry that can create specialized solutions like no other company.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

42	Do your warranties cover all products, parts, and labor?	We stand behind and warranty all PorterCorp products, for 10 years+ from the date of shipment. All PorterCorp products are covered in accordance to our warranty documents as shown in attached for a minimum of 10 years or more depending on pass through warranties as provided. We will review every situation that may occur and work with our representative, customer and installer to come to an equitable solution all parties can agree to and resolve any potential issue or concern. Our longevity in the business and the respect our customers have for our products is a testament to how we resolve matters and take care of customers. We provide a single point of contact with our Installation Support Team to receive the warranty claim, report progress on the solution, and ensure resolution. This approach ensures accountability and an efficient resolution of any warranty issue that may arise. In the end, a warranty document is only as good as the company standing behind it and those that do will be successful, as we have for over 57 years. In addition, PorterCorp will cover labor, equipment rental and parts in situations that warrant such a claim. (Refer to warranty document in warranty folder)	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	PorterCorp's products do not impose usage restrictions. Any other Limitations are noted within our terms and conditions document. (see terms and conditions doc in warranty folder)	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Current technology allows for most issues to be quickly and efficiently resolved over the phone with pictures and email. With all our manufacturing documents on CAD, we can easily identify any manufacturing error that may have occurred. In the extreme situations when it is applicable, PorterCorp at their own discretion may elect to disburse someone from its installation support team to the job site. If deemed to be a warranty issue PorterCorp will cover this expense and if not, then the customer may be liable. In the end our goal is to make sure we have a satisfied customer who will buy from us again. (Refer to warranty document in warranty folder)	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	PorterCorp can provide warranty service and technical support to all areas in North America. We also serve areas should our products go overseas to military or government installations. Due to the extensive quality control measures PorterCorp has instituted (part labeling, computer-controlled part mfg.) we are able to recreate field issues along with the use of cameras and technology. Very rarely is it ever required to send a member to the field, but if the situation should warrant dispensing a technician we will. What is more important, is the process for handling these matters. PorterCorp has a dedicated installation support team of 3 members that all are connected with cell phones/computers and are available and trained specifically on our products and installation methods. They react quickly to resolve whatever matter the customer is having while installing our product. They are also backed up with a Team of 8 engineers who can immediately evaluate the situation and write engineering letters in order to accommodate a building inspectors' requirement. Having all these disciplines available on site at the manufacture is key to quickly resolving any issue that may arise.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Items not manufactured specifically by PorterCorp (metal roof, galvanized finish, fabric, shingles) are passed through warranties by the original equipment manufacturer. PorterCorp's installation support team will handle any discussion and additional questions regarding all warranties even if they are passed through from the OEM. (Refer to warranty documents in warranty folder)	*
47	What are your proposed exchange and return programs and policies?	Each Poligon shelter is custom designed and engineered to order for a specific site with columns being secured to a concrete footing. Exchange and return programs are not available unless it pertains to a warranty situation. These are handled by our installation support team and are quickly resolved to the satisfaction of the customer. For additional policies and terms see document. (see terms and conditions document in warranty folder)	*
48	Describe any service contract options for the items included in your proposal.	Due to the high quality of our product and finish a service contract is generally not required in the steel shelter industry. With a 10 warranty on frame and finish and a 30 year on the roof material once you install a Poligon shelter very little service is required. Some of the Poligon dealers do offer service contracts for other areas of their business and if such a contract is required, we suggest the Sourcewell member contact the Poligon dealer. The limited amount of maintenance may include cleaning the steel members and roof which is generally handled by customers maintenance departments. (see Powdercoat Care and Maintenance document in Warranty folder)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	PorterCorps payment terms are net 30 days. A service charge of 1.5% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due. Additionally, PorterCorp reserves the right to negotiate any additional terms and conditions proposed by the Buyer. (See attached terms and conditions document in additional doc folder)	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PorterCorp has partnered with NCL Government Capitol to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Poligon and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	- Members work directly with PorterCorps reps/dealer and Inside Sales Team to establish open-air structure design, pricing, specifications and attributes. - Terms and purchase options using Sourcewell are presented to the customers outlining the benefits of cooperative purchasing. - PO received indicating Sourcewell contract number and member id. Poligon order form completed by dealer/rep along with PO (see Poligon order form in additional docs folder). - PorterCorp Order Processing Team (OPT) enters the order into ERP system and identifies the order as Sourcewell. OPT has the ownership of managing the project. Since all documents are stored in our ERP system, we can produce accurate and timely reports. For more information regarding our reporting process refer to question 60 of this RFP. Pricing is verified along with member # and contract #. - Any missing criteria (colors, down payment, credit app, etc.) are requested for submission. Information must be received before order scheduling. - Sale order acknowledgment created and communicated to the Sourcewell member. Acknowledgment identifies it being a Sourcewell order along with estimated ship range, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - At the end of each quarter sales are compiled based on shipments to Sourcewell members and communicated to Sourcewell within the first two days in the new quarter. Information is communicated using the provided Sourcewell Sales Reporting template. (see admin fee form in pricing folder) - Sourcewell orders are processed by the PorterCorp dealer or directly to PorterCorp. Most orders are processed directly to PorterCorp, however if the customer has a preference then we will accommodate that request. Based on past performance 90% of the orders are processed directly by PorterCorp. Dealer processed orders are usually a result of additional park and rec related equipment being purchased and the member wanting to issue one PO. - If installation is part of the overall purchase, then PorterCorp prefers to do billing in order to properly process the paperwork and document the sale to Sourcewell. We can and have been flexible regarding the order process based on a customer's interpretation of the contract documents.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	PorterCorp currently accepts P-card procurement cards. An additional fee of 3% for purchases over $10,000 will be applied when using a P-card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposal utilizes line item pricing for a wide range of products. Each product or service line is featured on a dedicated page in the pricing spreadsheet. We are supplying a total of 3 pricelists. One for Poligon open air structures, one for CEAS+ open air structures and one that combines the two for the purpose of this submission. PorterCorp open-air structures provide a custom designed, engineered to order shelter offering. The RFP line item pricing accounts for the most common shelter designs based on standard structural loading across the U.S and Canada. The RFP indicates MSRP, the discounted Sourcewell member price along with yellow highlighted items indicating “hot list” pricing. Pricing document includes additional options (cupola, ornamentation, cutouts) at a discounted net price. Building weight shown to properly calculate freight pricing using the freight calculator on page 8. The proposed price is considered to be a ceiling price. The line item pricing included in this proposal should not be considered complete and exhaustive due to the nature of each project being unique and custom to meet specific site requirements. Building codes, wind loads, snow loads, seismic conditions, design considerations are all contributing factors that affect price. PorterCorp does allow for MSRP discounts on design build engineered to order structures (custom) or modified buildings. Discount noted on the first page of the pricing document.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from MSRP varies based on net price list submission, hotlist pricing, custom and modified structures. Price discounts range from 8% to 23%	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	To encourage volume purchases PorterCorp will offer the following volume discounts: - $100K-$200K: 1% - $201K-$300K: 2% - Above $301K: 3%	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	PorterCorp will work with the Sourcewell member regarding pricing and delivery of any open market item and/or nonstandard option that is requested. In addition, PorterCorp has had experience in providing other products (not related to open air structures) in accordance to the Sourced Goods Provision as called out in the Sourcewell contract. This may include any other related items that may be associated with the park and recreation market. Any item falling within this category will be passed through at cost.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	PorterCorp is a custom designed, engineered to order open air structure system, pricing is based per our RFP. Our philosophy is to provide a “total acquisition cost” pricing package for all “core” products allowing members the ability to purchase custom designed and manufactured open air structures for their specific site. This will include a total cost of the product, design, engineering, shipping, and installation of the product to the member’s desired location. A turnkey shelter package is provided for the entire structure which can be provided by PorterCorp and the local representative. Nonstandard pass through items can be made to members at cost, which include: engineering, concrete footings/flat work, freight, tax (if applicable), and any other site work required. PorterCrop provides electrical cutouts and access points within their structure, but does not provide electrical service and installation, this needs to be contracted directly with an electrical contractor.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are identified as a separate line item in the price list. Page 8 of the pricing document we indicate a cost-based pricing module where a customer can immediately calculate freight costs based on the most popular standard products. Cost based pricing is determined by the geographic location and product weight to determine the actual freight cost. All custom products will be priced at our freight cost based on the weight and cube of the structure.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	PorterCorp provides freight coordination and pricing to mainland ports in the U.S only. Our dealers are well versed in getting material across the border and shipping by container to an offshore location and can handle the logistics and pricing from a US destination. Any container packing, freight, duties, etc. from a mainland port (I.e. Long Beach, CA) are additional to those provided in the PorterCorp pricing document.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the distribution volume of product, PorterCorp will ship only on dedicated flat bed trailers direct to any job site in the continental U.S. This allows customers to receive more predictable delivery times and the freight arrives as it left the factory by not having to cross dock material at multiple freight terminals. An important part of freight shipments to job sites, is freight coordination. PorterCorp's dedicated logistics team initiates contact with the customer 2-3 times prior to shipment confirming shipping details, arrival dates, site readiness and any other delivery concerns the customer may have.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	see pricing in pricing folder.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of the Sourcewell contract. The following steps are conducted: - All orders purchased under the Sourcewell contract must have the current contract number and organization member number indicated on the PO. - The dealer for the customer must complete an incoming order form and include a current PorterCorp quotation. - The Order Processing Supervisor at PorterCorp will verify the pricing and make sure it coordinates with the contractual agreement of the Sourcewell contract. This includes proper that discounts are accounted for and other established criteria are met. - All information is entered into our ERP/Epicor order management system for tracking. - The sales order acknowledgment will identify it as being a Sourcewell order. Under the product description are the words Sourcewell along with other items that include: delivery timelines, pricing, terms, PO number, sales attributes, etc. (see Sales order acknowledgment example in additional docs folder) - All orders are queried from Epicor each quarter and reported per quarterly submission document. (see admin form in pricing folder) Quarterly submission completed by PorterCorp Credit Manager. - PorterCorp is AISC certified and per the AISC guidelines there is a very extensive order entry and tracking system that must be adhered to which includes a comprehensive review of every order making sure it meets all guidelines established. - Invoice documents for projects and corresponding PO's are available for review any time upon request. - PorterCorp has been reporting documents quarterly for over 10 years and our quality and timeliness of our submissions over this period should speak for itself.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	PorterCorp proposes a 2% administrative fee calculated as a percentage of the building sales price and building installation services (if provided). The 2% would be applied to the full contract amount less taxes, engineering, concrete and freight. The 2% admin fee to be made payable to Sourcewell quarterly on all sales secured during said quarter. Previous quarter sales would be reported to Sourcewell by the 5th of the following quarter in a format much like the attached sample report. (see admin fee form in pricing folder) Note this 2% is a cost to PorterCorp and is not identified in any documentation, except for internal accounting documents.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	PorterCorp is the leader in the design, engineering, and manufacturing of open-air structures. From the initial idea to completed installation, our streamlined process makes creating the perfect structure for your site, easy and efficient. PorterCorp offers endless options to suit your site-specific requirements along with the best precision cut components and reliable engineered construction. Every structure is protected with our Poli-5000 powder coat providing many years of superior durability. The PorterCorp proposal will incorporate the following items for open air structures: - Extensive listing of standard shaped steel shelter and sizes open-air structure. (Reference Poligon catalog in additional docs folder). - Extensive offering of additional accessories (ornamentation, cupolas. electrical cutout, integrated benches, solar kits, column shapes, medallions, etc.). Accessories allow members to modify a standard structure. (Reference Poligon catalog in additional docs folder). - Ability to offer any custom size and shape open air structure Sourcewell members have in mind. This may include all steel, fabric top, all wood, or combination steel columns glulam top. (reference Poligon idea book showing examples in additional docs folder) - Extensive offering of steel frame with fabric top made of HDPE fabric or vinyl fabric open air structure. (reference Poligon Fabric catalog in additional docs folder) - Extensive offering of wood frame (glulam) open-air structure. This may also include a combination of steel columns and glulam upper frame. (reference Poligon wood catalog in additional docs folder) - Extensive offering of steel frame custom open-air structures designed for the commercial and architectural markets. (reference CEAS+ catalog in additional docs folder) - Installation, footings and site work for entire offering. - Shipping direct to installation site. - Stamped engineering for specific state and location to meet all building code requirements. - Finance option is proposed through NCL Government Capital - Complete design service for any standard or custom open-air structure as a no charge service to Sourcewell members. - Installation support expertise during product installation. - Provide shade studies based on sun movement. - Engineered footing design with or without a soil test. Under open air structures we market a complete offering of Steel structures, wood structures and fabric structures. The structures are marketed under two Brands, Poligon targeting the landscape architect and Park and Recreation, and CEAS+ targeting commercial and institutional applications specified by architects.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Open air steel frame and steel roof/shingle/polycarbonate roof structures - Trellis - Portals - Open air steel frame and fabric roof structures - Open air wood frame and steel/shingle roof structures - Integrated benches and bike racks with steel frame structure - Kiosks - Sun shelters - Privacy shelters	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Open air structures	(•) Yes ( ) No	All types of open air structures (pavilions, gazebos, shelters, bandshells, amphitheaters, walkway covers, shade structures, kiosks, transit shelters, dugouts, trellis', entrance canopies, portals, DSA shelters, farmers market structures, picnic shelters, bleacher covers, sun shelters, crossing) made of steel, wood or fabric shade.	*
67	Accessory or utility buildings	(•) Yes ( ) No	Privacy shelters (portable toilet enclosure), PorterCorp structures quite often are used to provide the frame and roof for accessory and utility buildings. Walls and utilities are done by others.	*
68	Services related to the solutions above	(•) Yes ( ) No	Complementary installation and site work, design build services	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly metrics as well as quarterly metrics are tracked based on Sourcewell sales in relation to total sales so we can measure, track and evaluate a KPI to determine our success and growth of the contract and Sourcewell member purchases. Additional KPI's are tracked including Sourcewell sales as a percentage of total sales. Aside from tracking sales and opportunities, we hold a companywide competition on the dealer selling the most by volume annually using the Sourcewell contract. Leader board stats are distributed with the highest selling rep being celebrated at our annual sales meeting during NRPA. This has become a tradition at Poligon, with our Contract Administrator presenting the crystal award while exchanging ideas with the Poligon dealer base.	*
70	Describe the methods or techniques that impact the durability or longevity of your product.	- All welds are ground to better accept powder coat enhancing overall paint performance while providing an architectural look to the finish product. - All Zinc plated or galvanized fasteners used for improved corrosion resistance. - Use galvalume or aluminum material for all cover plates and parts that require sheet metal to reduce rusting. - Steel shot blast machine that removes all weld splatter and flash rust to near white condition. - Use a Super Durable TGIC powder vs std TGIC. - Factory staining of T&G. - Powder coat the heads of any exposed fasteners. - PorterCorp breaks all steel sharp edges with a grinder to better accept powder coat. - All plates are CNC processed providing improved accuracy and improved acceptance of welds. - Steel gutters and down spouts provided that can be powder coated to match the frame color. - Ability to galvanize steel as well as galvanize and apply a powder coat finish. This is a unique process and used in extremely corrosive environments. - PCI 4000 certification for the Powder Coating Institute. - Most detailed and comprehensive CSI specification in the industry supporting our quality, certification and performance spec. (See attachment in additional docs folder) - All parts are packed with foam, wood and cardboard. Each part is treated as a "Class A" surface to make certain when parts arrive without any damage. In addition, because we use dedicated flat bed carriers only our products are on the trucks. This makes sure our products arrive on time and in the same condition as when they left the factory. - All standing seam is factory notched to simply installation and provides a clean and uniform appearance.	*

71	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	- PorterCorp engineers and stamps all our drawings and verify they meet the local building code and requirements. - PorterCorp has their own linear conveyor powder coat line with steel shot blast. This allows for fast turnaround, lower cost and improved quality - Tube laser CNC programmed off a CAD model. - Automated Peddinghouse dual axis CNC drilling and cutting machine. - Certified welders as well as 3 certified LA County quality control inspectors. - All connections utilize hidden fasteners. - 2 Full time quality control personnel. - All parts are labeled, and part numbers etched in steel of facilitate part identification and correlation to instruction sheet. - Flatbed laser to cut our own medallions and ornamentation. - Poli-5000 is our unique powder coat finish system providing the most durable finish system in the open-air structure industry. Refer to specs and supporting documentation (Poli-5000 specs in additional docs folder) - Provide DSA (Division of State Architect) approved PC structures for the state of CA. - Cooling tunnel for steel member after being painted. - Use tube steel to eliminate bird nesting and hide electrical wiring.	*
72	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	Certifications: AISC Building Fabricator valid through 7/31/21 (certifications folder) PCI 4000 through 9/21/2021 (certifications folder) LEED AP professional on staff. 7 on staff professional licensed engineers that continuously maintain many state licenses nearly all 50 states. In the unlikelihood that specific certifications or licenses be required that we do not possess in house, we will utilize our network of consultants to ensure compliance with any certification that may be required. 12 AWS certified welders. Ability to sell product that meet following criteria (Buy America and Buy American). See example of Buy America certification letter. Professional 6 SIGMA Black Belt on Staff. Approved Fabricator of the following: City of Houston City of Los Angeles City of Phoenix Clark County Miami Dade County City of Riverside State of Utah (see certifications folder)	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	
		None	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ben Judy, Director of Sales & Marketing, PorterCorp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Fri January 15 2021 10:28 AM	☑	1
Addendum 4_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Thu January 14 2021 10:10 AM	☑	2
Addendum 3_Open_Air_Structures_and_Accessory_or_Utility_Buildings_RFP_012621 Tue December 22 2020 04:01 PM	☑	1
Addendum 2_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Thu December 10 2020 02:58 PM	☑	1
Addendum 1_Open Air Structures and Accessory or Utility Buildings_RFP 012621 Fri December 4 2020 03:46 PM	☑	1

Sourcewell Product Offering
Introduction and Terms and Conditions
RFP 012621
7/5/2021

Standard Structures & Hot List Items(highlighted yellow)

Pricing based on standard load conditions of 110 wind and 30 snow
Net pricing listed in document, no other discounts apply
Anchor bolts are included in the cost of the shelter
Additional charge for Engineering , +$500

Freight is additional to net price, see freight sheet calculations for your area

Modified or Custom Structures

This includes modified and custom structures not listed on the price list (attached) or exceed the standard load conditions of 110 wind and 30 snow load requirements

8% Off the MSRP as referenced from online pricing system (configurator) or custom quote from Poligon

Includes all Poligon steel shelters, Poligon wood shelters, and Poligon fabric shelters

Additional Volume Discounts per order: 1% 100K-200K, 2% 201K-300K, 3% 301K +

Terms Net 30 days

poligon

Picnic Shelters

Sourcewell Product Offering
Standard Finish is Poli-5000.
See Appendix A for product drawing.
See Appendix B for finish information and options.

Square	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles SS= Standing Seam		Sourcewell Net Price			MCH 7'6"
Product ID	**MSRP**	**Sourcewell Net Price**	**Sourcewell Add for Sheet Metal Cupola**	**Sourcewell Add per bay for Carmel Style Handrail**	**Add for Electrical Cutout/Access**	**Weight**
SQR12MR	$11,705	$9,481	$1,179	$717	$50 ea/$350	1670
SQR12TGAS	$11,545	$9,813	$1,179	$717	$50 ea/$350	2380
SQR12TGMR	$13,150	$11,178	$1,179	$717	$50 ea/$350	2380
SQR 12TGSS	$13,785	$11,717	$1,179	$717	$50 ea/$350	2753
SQR16MR	$15,405	$12,478	$1,179	$981	$50 ea/$350	2240
SQR16TGAS	$15,080	$12,818	$1,179	$981	$50 ea/$350	4078
SQR16TGMR	$17,475	$14,854	$1,179	$981	$50 ea/$350	3772
SQR16TGSS	$18,330	$15,581	$1,179	$981	$50 ea/$350	4167
SQR20MR	$20,085	$16,269	$1,179	$1,521	$50 ea/$350	3130
SQR20TGAS	$20,150	$17,128	$1,179	$1,521	$50 ea/$350	6089
SQR20TGMR	$23,060	$19,601	$1,179	$1,521	$50 ea/$350	5530
SQR20TGSS	$24,555	$20,872	$1,179	$1,521	$50 ea/$350	6139
SQR24MR	$25,485	$20,643	$1,179	$1,818	$50 ea/$350	4160
SQR24TGAS	$26,070	$22,160	$1,179	$1,818	$50 ea/$350	8476
SQR24TGMR	$29,550	$25,118	$1,179	$1,818	$50 ea/$350	7605
SQR24TGSS	$31,925	$27,136	$1,179	$1,818	$50 ea/$350	8486
SQR30MR	$41,395	$33,530	$1,179	$1,818	$50 ea/$350	6897
SQR30TGAS	$42,760	$36,346	$1,179	$1,818	$50 ea/$350	13763
SQR30TGMR	$47,520	$40,392	$1,179	$1,818	$50 ea/$350	12298
SQR30TGSS	$51,125	$43,456	$1,179	$1,818	$50 ea/$350	13661
Rectangular Hip Roof	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles SS= Standing Seam		Sourcewell Net Price			MCH 7'6"
Product ID	**MSRP**	**Sourcewell Net Price**	**Sourcewell Add for Sheet Metal Cupola**	**Sourcewell Add per bay for Carmel Style Handrail**	**Add for Electrical Cutout/Access**	**Weight**
RAM16x24MR	$18,915	$15,321	$1,179	$1,818	$50 ea/$350	2630
RAM16x24TGAS	$18,770	$15,955	$1,179	$1,818	$50 ea/$350	4962
RAM16x24TGMR	$21,035	$17,880	$1,179	$1,818	$50 ea/$350	4525
RAM16x24TGSS	$22,855	$19,427	$1,179	$1,818	$50 ea/$350	4959
RAM16x34MR	$29,035	$23,518	$1,179	$2,835	$50 ea/$350	4350
RAM16x34TGAS	$29,370	$24,965	$1,179	$2,835	$50 ea/$350	7719
RAM16x34TGMR	$32,100	$27,285	$1,179	$2,835	$50 ea/$350	7037
RAM16x34TGSS	$34,755	$29,542	$1,179	$2,835	$50 ea/$350	7681
RAM20x24MR	$23,355	$18,918	$1,179	$1,818	$50 ea/$350	3370
RAM20x24TGAS	$23,345	$19,843	$1,179	$1,818	$50 ea/$350	6320
RAM20x24TGMR	$25,700	$21,845	$1,179	$1,818	$50 ea/$350	5738
RAM20x24TGSS	$28,065	$23,855	$1,179	$1,818	$50 ea/$350	6264
RAM20x34MR	$33,625	$27,236	$1,179	$2,835	$50 ea/$350	5140
RAM20x34TGAS	$34,340	$29,189	$1,179	$2,835	$50 ea/$350	9392
RAM20x34TGMR	$37,160	$31,586	$1,179	$2,835	$50 ea/$350	8491
RAM20x34TGSS	$40,590	$34,502	$1,179	$2,835	$50 ea/$350	9268
RAM24x34MR	$35,825	$29,018	$1,179	$2,835	$50 ea/$350	5540
RAM24x34TGAS	$36,845	$31,318	$1,179	$2,835	$50 ea/$350	10682
RAM24x34TGMR	$39,820	$33,847	$1,179	$2,835	$50 ea/$350	9564
RAM24x34TGSS	$43,955	$37,362	$1,179	$2,835	$50 ea/$350	10472
RAM30x34MR	$55,055	$44,595	$1,179	$2,835	$50 ea/$350	8586
RAM30x34TGAS	$56,400	$47,940	$1,179	$2,835	$50 ea/$350	15046
RAM30x34TGMR	$59,440	$50,524	$1,179	$2,835	$50 ea/$350	13611
RAM30x34TGSS	$64,820	$55,097	$1,179	$2,835	$50 ea/$350	14712

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Picnic Shelters Continued

Sourcewell Product Offering
Standard Finish is Poli-5000.
See Appendix A for product drawing.
See Appendix B for finish information and options.

Rectangular Gable Roof	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles, SS= Standing Seam					MCH 7'6"
			Sourcewell Net Price			
Product ID	MSRP	Sourcewell Net Price	Sourcewell Add for Sheet Metal Cupola	Sourcewell Add per bay for Carmel Style Handrail	Add for Electrical Cutout/Access	Weight
REK16x24MR	$17,545	$14,211	$1,179	$1,818	$50 ea/$350	2790
REK16x24TGAS	$17,865	$15,185	$1,179	$1,818	$50 ea/$350	5021
REK16x24TGMR	$20,045	$17,038	$1,179	$1,818	$50 ea/$350	4657
REK16x24TGSS	$21,855	$18,577	$1,179	$1,818	$50 ea/$350	5118
REK16x34MR	$28,865	$23,381	$1,179	$2,835	$50 ea/$350	4760
REK16x34TGAS	$29,155	$24,782	$1,179	$2,835	$50 ea/$350	7955
REK16x34TGMR	$32,160	$27,336	$1,179	$2,835	$50 ea/$350	7402
REK16x34TGSS	$34,460	$29,291	$1,179	$2,835	$50 ea/$350	8066
REK20x24MR	$20,085	$16,269	$1,179	$1,818	$50 ea/$350	3300
REK20x24TGAS	$20,755	$17,642	$1,179	$1,818	$50 ea/$350	6132
REK20x24TGMR	$23,100	$19,635	$1,179	$1,818	$50 ea/$350	5636
REK20x24TGSS	$25,345	$21,543	$1,179	$1,818	$50 ea/$350	6190
REK20x34MR	$36,820	$29,824	$1,179	$2,835	$50 ea/$350	6270
REK20x34TGAS	$37,845	$32,168	$1,179	$2,835	$50 ea/$350	10325
REK20x34TGMR	$41,130	$34,961	$1,179	$2,835	$50 ea/$350	9575
REK20x34TGSS	$43,965	$37,370	$1,179	$2,835	$50 ea/$350	10369
REK24x34MR	$39,575	$32,056	$1,179	$2,835	$50 ea/$350	6810
REK24x34TGAS	$40,830	$34,706	$1,179	$2,835	$50 ea/$350	11730
REK24x34TGMR	$44,330	$37,681	$1,179	$2,835	$50 ea/$350	10780
REK24x34TGSS	$47,735	$40,575	$1,179	$2,835	$50 ea/$350	11703
REK30x34MR	$57,135	$46,279	$1,179	$2,835	$50 ea/$350	9985
REK30x34TGAS	$59,200	$50,320	$1,179	$2,835	$50 ea/$350	16231
REK30x34TGMR	$62,970	$53,525	$1,179	$2,835	$50 ea/$350	14965
REK30x34TGSS	$67,325	$57,226	$1,179	$2,835	$50 ea/$350	16099

Octagon	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles, SS= Standing Seam					MCH 7'6"
			Sourcewell Net Price			
Product ID	MSRP	Sourcewell Net Price	Sourcewell Add for Sheet Metal Cupola	Sourcewell Add per bay for Carmel Style Handrail	Add for Electrical Cutout/Access	Weight
OTC16MR	$20,385	$16,512	$2,304	$432	$50 ea/$350	2300
OTC16TGAS	$19,235	$16,350	$2,304	$432	$50 ea/$350	3444
OTC16TGMR	$22,160	$18,836	$2,304	$432	$50 ea/$350	3320
OTC16TGSS	$22,420	$19,057	$2,304	$432	$50 ea/$350	3621
OTC20MR	$24,575	$19,906	$2,304	$504	$50 ea/$350	2910
OTC20TGAS	$23,905	$20,319	$2,304	$504	$50 ea/$350	4773
OTC20TGMR	$27,095	$23,031	$2,304	$504	$50 ea/$350	4513
OTC20TGSS	$28,175	$23,949	$2,304	$504	$50 ea/$350	4973
OTC24MR	$28,245	$22,878	$2,304	$648	$50 ea/$350	3420
OTC24TGAS	$27,250	$23,163	$2,304	$648	$50 ea/$350	6190
OTC24TGMR	$31,495	$26,771	$2,304	$648	$50 ea/$350	5733
OTC24TGSS	$32,735	$27,825	$2,304	$648	$50 ea/$350	6394
OTC28MR	$33,725	$27,317	$2,304	$720	$50 ea/$350	4270
OTC28TGAS	$33,610	$28,569	$2,304	$720	$50 ea/$350	8110
OTC28TGMR	$38,080	$32,368	$2,304	$720	$50 ea/$350	7431
OTC28TGSS	$40,500	$34,425	$2,304	$720	$50 ea/$350	8301
OTC32MR	$38,175	$30,922	$2,304	$1,152	$50 ea/$350	4881
OTC32TGAS	$37,815	$32,143	$2,304	$1,152	$50 ea/$350	9981
OTC32TGMR	$43,550	$37,018	$2,304	$1,152	$50 ea/$350	9021
OTC32TGSS	$46,270	$39,330	$2,304	$1,152	$50 ea/$350	10167

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Picnic Shelters Continued

Sourcewell Product Offering
Standard Finish is Poli-5000.
See Appendix A for product drawing.
See Appendix B for finish information and options.

Hexagon	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles, SS= Standing Seam					MCH 7'6"
			Sourcewell Net Price			
Product ID	**MSRP**	**Sourcewell Net Price**	**Sourcewell Add for Sheet Metal Cupola**	**Sourcewell Add per bay for Carmel Style Handrail**	**Add for Electrical Cutout/Access**	**Weight**
HXE16MR	$15,210	$12,320	$1,629	$504	$50 ea/$350	2040
HXE16TGAS	$14,705	$12,499	$1,629	$504	$50 ea/$350	3044
HXE16TGMR	$16,595	$14,106	$1,629	$504	$50 ea/$350	2951
HXE16TGSS	$17,185	$14,607	$1,629	$504	$50 ea/$350	3203
HXE20MR	$17,240	$13,964	$1,629	$648	$50 ea/$350	2380
HXE20TGAS	$16,540	$14,059	$1,629	$648	$50 ea/$350	4020
HXE20TGMR	$19,055	$16,197	$1,629	$648	$50 ea/$350	3811
HXE20TGSS	$19,790	$16,822	$1,629	$648	$50 ea/$350	4187
HXE24MR	$19,020	$15,406	$1,629	$801	$50 ea/$350	2800
HXE24TGAS	$18,885	$16,052	$1,629	$801	$50 ea/$350	5229
HXE24TGMR	$21,510	$18,284	$1,629	$801	$50 ea/$350	4858
HXE24TGSS	$23,100	$19,635	$1,629	$801	$50 ea/$350	5413
HXE28MR	$21,940	$17,771	$1,629	$1,224	$50 ea/$350	3300
HXE28TGAS	$21,710	$18,454	$1,629	$1,224	$50 ea/$350	6673
HXE28TGMR	$25,070	$21,310	$1,629	$1,224	$50 ea/$350	6114
HXE28TGSS	$26,955	$22,912	$1,629	$1,224	$50 ea/$350	6847
HXE32MR	$27,700	$22,437	$1,629	$1,359	$50 ea/$350	4199
HXE32TGAS	$27,390	$23,282	$1,629	$1,359	$50 ea/$350	8492
HXE32TGMR	$31,435	$26,720	$1,629	$1,359	$50 ea/$350	7734
HXE32TGSS	$33,635	$28,590	$1,629	$1,359	$50 ea/$350	8657

Ironwood Hexagon	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles, SS= Standing Seam					MCH 7'6"
			Sourcewell Net Price			
Product ID	**MSRP**	**Sourcewell Net Price**	**Sourcewell Add for Sheet Metal Cupola**	**Sourcewell Add per bay for Carmel Style Handrail**	**Add for Electrical Cutout/Access**	**Weight**
GWI16MR	$18,090	$15,377	$1,629	$504	$50 ea/$350	2220
GWI16TGAS	$17,785	$15,117	$1,629	$504	$50 ea/$350	3632
GWI16TGMR	$20,310	$17,264	$1,629	$504	$50 ea/$350	3432
GWI16TGSS	$20,890	$17,757	$1,629	$504	$50 ea/$350	3768
GWI20MR	$22,020	$18,717	$1,629	$648	$50 ea/$350	2830
GWI20TGAS	$21,630	$18,386	$1,629	$648	$50 ea/$350	5090
GWI20TGMR	$25,120	$21,352	$1,629	$648	$50 ea/$350	4722
GWI20TGSS	$25,845	$21,968	$1,629	$648	$50 ea/$350	5235
GWI24MR	$26,420	$22,457	$1,629	$801	$50 ea/$350	3600
GWI24TGAS	$26,985	$22,937	$1,629	$801	$50 ea/$350	6927
GWI24TGMR	$30,625	$26,031	$1,629	$801	$50 ea/$350	6325
GWI24TGSS	$32,525	$27,646	$1,629	$801	$50 ea/$350	7076
GWI34MR	$35,800	$30,430	$1,791	$1,449	$50 ea/$350	5210
GWI34TGAS	$37,410	$42,985	$1,791	$1,449	$50 ea/$350	11809
GWI34TGMR	$42,985	$36,537	$1,791	$1,449	$50 ea/$350	10490
GWI34TGSS	$46,725	$39,716	$1,791	$1,449	$50 ea/$350	11905

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Decorative Gazebos

Sourcewell Product Offering
Standard Finish is Poli-5000.
See Appendix A for product drawing.
See Appendix B for finish information and options.

Carnival	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles, SS= Standing Seam					MCH 7'6"
			Sourcewell Net Price			
Product ID	**MSRP**	**Sourcewell Net Price**	**Sourcewell Add for Sheet Metal Cupola**	**Sourcewell Add for Carmel Style Ornamentation Package ***	**Add for Electrical Cutout/Access**	**Weight**
CAR16MR	$19,155	$15,516	$1,179	$7,605	$50 ea/$350	2966
CAR16TGAS	$18,545	$15,763	$1,179	$7,605	$50 ea/$350	5085
CAR16TGMR	$20,830	$17,706	$1,179	$7,605	$50 ea/$350	4692
CAR16TGSS	$21,770	$18,505	$1,179	$7,605	$50 ea/$350	5047
CAR20MR	$22,205	$17,986	$1,179	$9,342	$50 ea/$350	3582
CAR20TGAS	$21,685	$18,432	$1,179	$9,342	$50 ea/$350	6864
CAR20TGMR	$25,035	$21,280	$1,179	$9,342	$50 ea/$350	6187
CAR20TGSS	$26,135	$22,215	$1,179	$9,342	$50 ea/$350	6721
CAR24MR	$30,355	$24,588	$1,179	$11,088	$50 ea/$350	5748
CAR24TGAS	$30,265	$25,725	$1,179	$11,088	$50 ea/$350	9826
CAR24TGMR	$33,990	$28,892	$1,179	$11,088	$50 ea/$350	8797
CAR24TGSS	$35,550	$30,218	$1,179	$11,088	$50 ea/$350	9566
CAR30MR	$53,985	$43,728	$1,179	$15,876	$50 ea/$350	9585
CAR30TGAS	$54,445	$46,278	$1,179	$15,876	$50 ea/$350	16845
CAR30TGMR	$59,285	$50,392	$1,179	$15,876	$50 ea/$350	15137
CAR30TGSS	$62,185	$52,857	$1,179	$15,876	$50 ea/$350	16326

* Carmel Style Ornamentation Package for a Carnival Gazebo includes 2 or 3 sides of Carmel Handrails and 4 sides of Upper and Overhead Carmel Ornamenation.

Crossing	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles, SS= Standing Seam					MCH 7'6"
			Sourcewell Net Price			
Product ID	**MSRP**	**Sourcewell Net Price**	**Sourcewell Add for Sheet Metal Cupola**	**Sourcewell Add for Ornamentation Package ***	**Add for Electrical Cutout/Access**	**Weight**
CRS16MR	$31,025	$25,130	$1,179	$2,988	$50 ea/$350	4090
CRS16TGAS	$30,725	$26,116	$1,179	$2,988	$50 ea/$350	6516
CRS16TGMR	$33,885	$28,802	$1,179	$2,988	$50 ea/$350	6038
CRS16TGSS	$34,925	$29,686	$1,179	$2,988	$50 ea/$350	6504
CRS20MR	$36,785	$29,796	$1,179	$5,049	$50 ea/$350	5050
CRS20TGAS	$37,000	$31,450	$1,179	$5,049	$50 ea/$350	8933
CRS20TGMR	$41,005	$34,854	$1,179	$5,049	$50 ea/$350	8097
CRS20TGSS	$42,810	$36,389	$1,179	$5,049	$50 ea/$350	8824
CRS24MR	$49,415	$40,026	$1,179	$5,796	$50 ea/$350	7030
CRS24TGAS	$50,480	$42,908	$1,179	$5,796	$50 ea/$350	12703
CRS24TGMR	$55,265	$46,975	$1,179	$5,796	$50 ea/$350	11414
CRS24TGSS	$58,200	$49,470	$1,179	$5,796	$50 ea/$350	12464
CRS30MR	$72,255	$58,527	$1,179	$8,370	$50 ea/$350	10720
CRS30TGAS	$74,620	$63,427	$1,179	$8,370	$50 ea/$350	19720
CRS30TGMR	$81,035	$68,880	$1,179	$8,370	$50 ea/$350	17560
CRS30TGSS	$85,755	$72,892	$1,179	$8,370	$50 ea/$350	19218

*2 Gabled Lettered Arch and Medallions.

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Decorative Gazebos Continued

Sourcewell Product Offering
Standard Finish is Poli-5000.
See Appendix A for product drawing.
See Appendix B for finish information and options.

Carmel	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles, SS= Standing Seam						MCH 7'6"
			Sourcewell Net Price				
Product ID	MSRP	Sourcewell Net Price	Sourcewell Add for Sheet Metal Cupola	Sourcewell Add for Carmel Style Ornamentation Package *	Add for Electrical Cutout/Access	Weight	
GCO2-20MR	$ 26,675	$21,607	$2,304	$6,084	$50 ea/$350	3880	
GCO2-20TGAS	$ 25,960	$22,066	$2,304	$6,084	$50 ea/$350	6491	
GCO2-20TGMR	$ 29,085	$24,722	$2,304	$6,084	$50 ea/$350	5998	
GCO2-20TGSS	$ 30,080	$25,568	$2,304	$6,084	$50 ea/$350	6592	
GCO2-24MR	$ 30,115	$24,393	$2,304	$7,749	$50 ea/$350	4440	
GCO2-24TGAS	$ 28,980	$24,633	$2,304	$7,749	$50 ea/$350	8117	
GCO2-24TGMR	$ 33,160	$28,186	$2,304	$7,749	$50 ea/$350	7364	
GCO2-24TGSS	$ 34,150	$29,028	$2,304	$7,749	$50 ea/$350	8174	
GCO2-28MR	$ 37,805	$30,622	$2,304	$8,793	$50 ea/$350	5820	
GCO2-28TGAS	$ 37,525	$31,896	$2,304	$8,793	$50 ea/$350	10716	
GCO2-28TGMR	$ 41,835	$35,560	$2,304	$8,793	$50 ea/$350	9676	
GCO2-28TGSS	$ 43,880	$37,298	$2,304	$8,793	$50 ea/$350	10715	
GCO2-32MR	$ 45,905	$37,183	$2,304	$14,481	$50 ea/$350	7150	
GCO2-32TGAS	$ 40,375	$34,319	$2,304	$14,481	$50 ea/$350	13459	
GCO2-32TGMR	$ 50,670	$43,070	$2,304	$14,481	$50 ea/$350	12068	
GCO2-32TGSS	$ 52,790	$44,872	$2,304	$14,481	$50 ea/$350	13384	

* Carmel Style Ornamentation Package for a Carmel Gazebo includes 6 sides of Carmel Handrails and 8 sides of Upper and Overhead Carmel Ornamenation.

Oxford	KEY: MR = Multi Rib Metal Roof, TG = Tongue & Groove, AS = Asphalt Shingles, SS= Standing Seam						MCH 7'6"
			Sourcewell Net Price				
Product ID	MSRP	Sourcewell Net Price	Sourcewell Add for Sheet Metal Cupola	Sourcewell Add for Carmel Style Ornamentation Package *	Add for Electrical Cutout/Access	Weight	
GXO2-24MR	$ 23,670	$19,173	$1,629	$6,795	$50 ea/$350	3640	
GXO2-24TGAS	$ 23,770	$20,205	$1,629	$6,795	$50 ea/$350	7154	
GXO2-24TGMR	$ 26,645	$22,648	$1,629	$6,795	$50 ea/$350	6460	
GXO2-24TGSS	$ 28,690	$24,387	$1,629	$6,795	$50 ea/$350	7250	
GXO2-28MR	$ 29,070	$23,547	$1,629	$10,791	$50 ea/$350	4550	
GXO2-28TGAS	$ 29,100	$24,735	$1,629	$10,791	$50 ea/$350	9280	
GXO2-28TGMR	$ 32,825	$27,901	$1,629	$10,791	$50 ea/$350	8312	
GXO2-28TGSS	$ 35,230	$29,946	$1,629	$10,791	$50 ea/$350	9342	
GXO2-32MR	$ 38,090	$30,853	$1,791	$11,916	$50 ea/$350	6080	
GXO2-32TGAS	$ 38,160	$32,436	$1,791	$11,916	$50 ea/$350	12241	
GXO2-32TGMR	$ 42,750	$36,338	$1,791	$11,916	$50 ea/$350	10926	
GXO2-32TGSS	$ 45,595	$38,756	$1,791	$11,916	$50 ea/$350	12242	

* Carmel Style Ornamentation Package for a Oxford Gazebo includes 4 sides of Carmel Handrails and 6 sides of Upper and Overhead Carmel Ornamenation.

EQUIPMENT ASSEMBLY COST AS A % OF THE POLIGON STRUCTURE COST
For Shelters listed on net pricing schedule only (tabs at bottom)

STATE	INSTALL %
Alabama	36%
Alaska	45%
Arizona	40%
Arkansas	37%
California	40%
Colorado	37%
Connecticut	48%
Delaware	40%
Florida	37%
Georgia	37%
Hawaii	48%
Idaho	35%
Illinois	45%
Indiana	43%
Iowa	37%
Kansas	36%
Kentucky	38%
Louisiana	37%
Maine	48%
Maryland	40%
Massachusetts	48%
Michigan	37%
Minnesota	38%
Mississippi	38%
Missouri	36%

STATE	INSTALL %
Montana	35%
Nebraska	37%
Nevada	46%
New Hampshire	48%
New Jersey	40%
New Mexico	39%
New York	45%
North Carolina	37%
North Dakota	38%
Ohio	37%
Oklahoma	36%
Oregon	38%
Pennsylvania	40%
Rhode Island	48%
South Carolina	37%
South Dakota	38%
Tennessee	38%
Texas	40%
Utah	36%
Vermont	48%
Virginia	40%
Washington	38%
West Virginia	37%
Wisconsin	38%
Wyoming	37%

Notes:
* Assewmbly costs are quoted as a percentage of the Poligon shelter list price (before discount)
* Prices are based on a minimum building price of $10,000
* Specific job requirements may dictate a variance of +/- 5% to the above assembly charge
* Jobs that require prevailing wage will be quoted on a separate basis
* Specific job site requirements are customers responsibility, i.e. clear and level site
* Customer is responsible for unknown conditions such as underground obstructions or utilities
* Customer is responsible for obtaining permits
* The above pricing discounts are for Poligon structures only
* Any concrete work (footings slab, cages) are not included within the Sourcewell net pricing agreement.
* Additional products or services needed to complete the projects but not offered directly by Poligon will be sold at cost (site work, concrete, etc)
* Shelters not listed on the net pricing schedule may be assembled at 5% off normal installation cost this includes custom structures, wood, fabric or other products not listed on net price sheet.
* Poligon is required to do billing if assembly is part of the contract

	$ / CWT per 100 Weight
West Coast States (CA, OR, WA, AZ, NV, ID)	86.0
Mountain States (MT, WY, CO, UT)	61.0
Southern States (TX, NM, OK, AR, MS, LA, AL, GA, FL, SC)	59.0
Mid Western States (ND, SD, NE, KS, MO, IA, TN)	50.0
Great Lake States MN, WI, IL, IN, OH, KY)	39.0
Eastern States (NC, VA, WV, NY, DE, MD, PA, MA, NH, VT, ME, CT, RI)	50.0

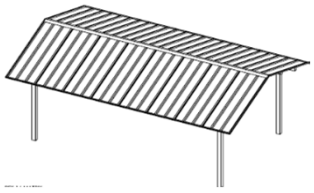
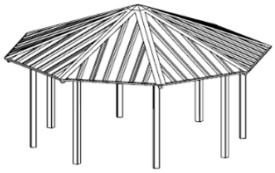
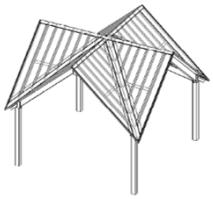
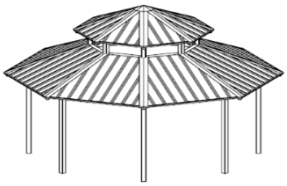
Excludes: HI and AK

* Freight pricing per CWT is for shelters on net price list only.

**Freight weight over $11,000 lbs reqest custom freight price at cost

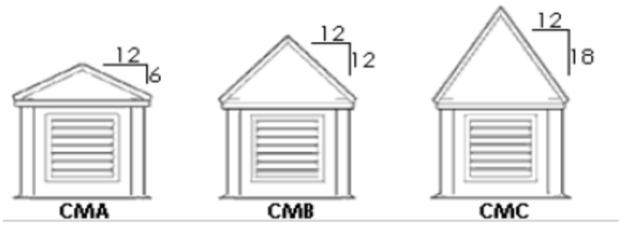
*** Freight prices noted above are a ceiling limit. If freight prices are lower per Poligon online pricing system then Sourcewell member is to receive the lower of the two price options.

Sourcewell Product Offering
Appendix A

		
Square - SQR	Rectangular Hip Roof - RAM	Rectangular Gable Roof - REK
		
Octagon - OTC	Hexagon - HXE	Ironwood - GWI
		
Carnival - CAR	Crossing - CRS	Carmel - GCO2
Oxford - GXO2		

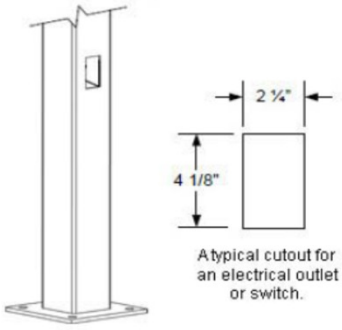
To view other shelters go to www.poligon.com.

Sourcewell Product Offering
Appendix B

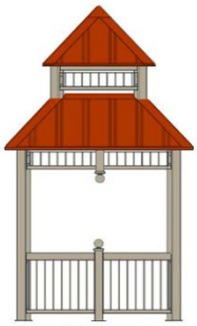


Sheet Metal Cupola

Carmel Style Handrail



Electrical Cutout



Carmel Style Ornamentation Package

Lettered Arch and Medallion - CRS model only

Poli-5000 Paint Finish

Poli-5000 is a specialized multi-step system that uses an epoxy primer prime coat along with a super-durable TGIC powder top coat. This combination provides superior performance and withstands 10,000 hours of salt spray testing in comparison to only 500 hours from “premium catalyzed epoxy/urethane” and has twice the resistance of standard powder coat. Go to www.polion.com for color options.

QUOTATION

TO:	City of Roseville	**DATE:**	August 25, 2023
		BY:	Dan Baxter
			(916) 923-2180 PH
CONTACT:	Heather Buck		
PHONE:	916-774-5254		dan@playgroundpros.com
EMIAL:	HCBuck@roseville.ca.us		
REFERENCE:	**Roseville Soccer Complex - Revised - Updated**		

Poligon Shelters

	Qty	Description	Each	Total
MATERIALS:	4	ARC30X50MG, MEGA Roof w/Trim, MCH 10'	$ 100,030.00	$ 400,120.00
		3 Bays, 8 Columns		
		Electrical Access with 10 Cutouts		
		Standard structure, Powder coated, frame only		-
		Roof & P/C color from standard Poligon selection		-
				-
ANCHORBOLTS:			$ 1,020.00	4,080.00
				-
		Sourcewell Discount -		($44,462.00)
		CONTRACT #012621-PPC		-
				-
				-
ENGINEERING:				750.00
				-
		SUB TOTAL		$ 360,488.00
SALES TAX:			7.75%	$ 27,937.82
FREIGHT:		Ship to Roseville, CA 95747		21,000.00
TOTAL:				**$ 409,425.82**

Quote Valid 10/16/23

Price increases or surcharges may be applied due to the volatility of steel and raw material cost.

Engineering is for (4) sets of CA wet sealed structural drawings incl. standard footing details & (2) calc books.
Freight assumes combination with other deliveries may delay shipment by days or weeks.
Powder coating option and roof color to be selected from standard list.
TERMS: 25% Down payment required on all orders; balance COD or Net 30 w/credit approval
Net 30 on entire order for Municipal Purchase Orders only
Structure delivery approximately 8-10 weeks after approval of submittals.
Customer is responsible for off loading of the truck within two hours of arrival.
The above price does not include installation.

I accept the terms and pricing listed on the above quotation:

Signature: _____ **Date:** _____

Please Make Purchase Orders/Contracts Out To:
PorterCorp C/O All About Play 4240 N 136th Ave, Holland, MI 49424
Please Make All Payments To:
PorterCorp and mail to: PorterCorp 4240 N. 136th Ave., Holland, MI 49424

QUOTATION

TO:	City of Roseville	**DATE:**	August 25, 2023
		BY:	Dan Baxter
			(916) 923-2180 PH
CONTACT:	Heather Buck		
PHONE:	916-774-5254		dan@playgroundpros.com
EMIAL:	HCBuck@roseville.ca.us		
REFERENCE:	**Poligon Structures -walkway covers**		

Poligon Shelters

	Qty	Description	Each		Total
MATERIALS:	14	ARC40X42Mega Roof with Trim, MCH 11'	$ 131,070.00	$	1,834,980.00
		2 bays, 6 Columns 20'OC, the width columns 32'OC			
		with 5' overhang on each side			
		Electrical Access with 12 Cutouts			
		Custom structure, Powder coated, frame only			-
		Roof & P/C color from standard Poligon selection			-
					-
ANCHORBOLTS:			$ 1,000.00		14,000.00
					-
		Sourcewell Discount			($203,387.80)
		CONTRACT #012621-PPC			-
					-
ENGINEERING:					750.00
					-
		SUB TOTAL		$	1,646,342.20
SALES TAX:			7.75%	$	127,591.52
FREIGHT:		Ship to Roseville, CA 95747			52,500.00
TOTAL:				**$**	**1,826,433.72**

Quote Valid until 10/16/23

Price increases or surcharges may be applied due to the volatility of steel and raw material cost.

Engineering is for (4) sets of CA wet sealed structural drawings incl. standard footing details & (2) calc books.
Freight assumes combination with other deliveries may delay shipment by days or weeks.
Powder coating option and roof color to be selected from standard list.
TERMS: 25% Down payment required on all orders; balance COD or Net 30 w/credit approval
Net 30 on entire order for Municipal Purchase Orders only
Structure delivery approximately 8-10 weeks after approval of submittals.
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The above price does not include installation.

I accept the terms and pricing listed on the above quotation:

Signature: _____ **Date:** _____

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Please Make All Payments To:
PorterCorp and mail to: PorterCorp 4240 N. 136th Ave., Holland, MI 49424

QUOTATION

TO:	City of Roseville	**DATE:**	August 25, 2023
		BY:	Dan Baxter
			(916) 923-2180 PH
CONTACT:	Heather Buck		
PHONE:	916-774-5254		dan@playgroundpros.com
EMIAL:	HCBuck@roseville.ca.us		
REFERENCE:	**Roseville Soccer Complex**		

Poligon Shelters

	Qty	Description	Each		Total
MATERIALS:	1	RAM20X30MR, Hip, Multi-Rib Metal Roof, MCH 10'		$	35,140.00
		Electrical Access with 1 Cutout			
		Standard structure, Powder coated, frame only			-
		Roof & P/C color from standard Poligon selection			-
					-
ANCHORBOLTS:					530.00
					-
		Sourcewell Discount -			($2,853.60)
		CONTRACT #012621-PPC			-
					-
					-
ENGINEERING:					500.00
					-
		SUB TOTAL		$	33,316.40
SALES TAX:			7.75%	$	2,582.02
FREIGHT:		Ship to Roseville, CA 95747			6,300.00
TOTAL:				**$**	**42,198.42**

Quote Valid 10/16/23

Price increases or surcharges may be applied due to the volatility of steel and raw material cost.

Engineering is for (4) sets of CA wet sealed structural drawings incl. standard footing details & (2) calc books.
Freight assumes combination with other deliveries may delay shipment by days or weeks.
Powder coating option and roof color to be selected from standard list.
TERMS: 25% Down payment required on all orders; balance COD or Net 30 w/credit approval
Net 30 on entire order for Municipal Purchase Orders only
Structure delivery approximately 8-10 weeks after approval of submittals.
Customer is responsible for off loading of the truck within two hours of arrival.
The above price does not include installation.

I accept the terms and pricing listed on the above quotation:

Signature: _____ **Date:** _____

Please Make Purchase Orders/Contracts Out To:
PorterCorp C/O All About Play 4240 N 136th Ave, Holland, MI 49424
Please Make All Payments To:
PorterCorp and mail to: PorterCorp 4240 N. 136th Ave., Holland, MI 49424

COUNCIL COMMUNICATION

CC #: 2948
File #: 0203-07

Title:	Electric Generation Sample Panel Upgrade - Sole Source Purchase Order
Contact:	Michael Zasso 916-746-1665 mzasso@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a sole source purchase order to Sentry Equipment Corporation for an upgraded sample panel and grant the City Manager, or a designee, the authority to approve unforeseen price fluctuations of up to ten percent (10%) of the overall project cost due to supply chain issues and increasing costs in the materials market.

BACKGROUND

The Roseville Energy Park (REP) produces steam in two Heat Recovery Steam Generators (HRSG). The steam is utilized in a steam turbine to generate electricity. To maintain proper water and steam chemistry in the two HRSGs, a highly specialized sample panel is used to collect and cool sample streams from multiple stages of the HRSG in the laboratory for analysis.

The existing sample panel is at end of life and needs to be replaced to maintain safe and proper HRSG and REP operation. Waters Equipment is the original equipment manufacturer (OEM) for the existing sample panel. Sentry Equipment Corporation (Sentry) acquired Waters Equipment on January 31, 2011 and is now the manufacturer for the power plant water analysis sampling products and system design that is in operation at the REP. Sentry has provided a letter stating that they acquired Waters Equipment and are the direct manufacturer of their own products.

A quote from Sentry was obtained for a like-in-kind modernized replacement of the existing sample panel with additional upgraded analysis capabilities, demolition of the existing sample panel, and installation/commissioning services for the new sample panel. The quote separated the materials/equipment Purchase Order (PO) costs ($373,278.33) and the installation/demolition services Contract Purchase Agreement (CPA) costs ($92,470). The total cost of the project, PO and CPA, is $465,748.33.

At this time, Sentry is currently working to obtain the California Department of Industrial Relations required licensure to perform the CPA portion of the project. To avoid significant delay in the project timeline, pursuit of the required licensure by the vendor is planned to simultaneously occur during the long material/equipment lead time. The lead time for the equipment is approximately

28-30 weeks.

Once Sentry has satisfied the licensure requirements to complete the CPA portion of the project, the CPA will be presented to City Council for approval and execution before the installation.

FISCAL IMPACT

The total cost of the equipment and materials is $373,278.33. The contingency amount is $37,327, which is ten percent (10%) of the purchase order total. Funding is included in the Electric Department's FY2023-24 budget in the Electric Fund.

ENVIRONMENTAL REVIEW

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

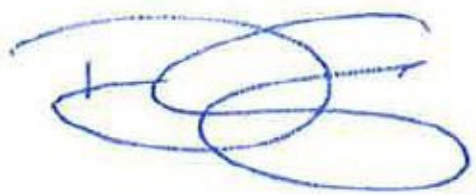
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Michael Zasso, P.E., Power Plant Engineer II

Daniel Beans, P.E., Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-387

Vendor Proposal

CEQA Exemption

RESOLUTION NO. 23-387

APPROVING A PURCHASE ORDER FOR AN
UPGRADED SAMPLE PANEL AT THE ROSEVILLE ENERGY PARK

WHEREAS, a purchase order with Sentry Equipment Corporation for an upgraded sample panel at the Roseville Energy Park, has been reviewed by the City Council; and

WHEREAS, staff is requesting a contingency of ten percent (10%) of the contract price, or thirty-seven thousand, three hundred twenty-seven dollars ($37,327), to account for unforeseen price increases and fluctuations in the materials market; and

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

BE IT FURTHER RESOLVED that a contingency of ten percent (10%) of the contract price, or thirty-seven thousand, three hundred twenty-seven dollars ($37,327), to account for unforeseen price increases and fluctuations in the materials market 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

City of Roseville

for

Roseville Power Plant

Roseville, CA

Sentry

Custom-Engineered

Steam and Water Analysis System

Proposal

Proposal No. 220426A R7

August 3rd, 2023

Chris Yerke
(262) 354 - 6336
Chris.Yerke@sentry-equip.com

I. Project Summary

A. Introduction

With proven sampling expertise since 1924, Sentry systems, products and services provide power generators the critical insights to optimize process control and product quality. We deliver true representative sampling and analysis techniques to customers around the globe, empowering them to accurately monitor and measure processes for improved production efficiency, electricity output and operator safety. Standing behind our commitments, we are determined to tackle any application, anywhere.

The Sentry Custom-Engineered Steam and Water Analysis Systems meet the most demanding customer requirements for leading energy companies worldwide. From sample conditioning – temperature, pressure, flow rate – to analyzers that identify and quantify chemical properties, we enable our power generation customers to develop higher performing, safer processes and output while protecting their assets, operators and the environment.

Taking the time to understand our customer's needs, we go above and beyond to exceed expectations with the highest quality, customized solutions in the market. Our engineers are well-respected throughout the industry for their technical competencies, which allows us to consistently offer the reliable technical solutions and support our customers demand.

B. Price

This proposal issued by Sentry Equipment Corp (Company) includes the following equipment as described in the Technical Proposal:

1. *One (1) 9-line Water and Steam Sample & Analysis Panel, consisting of a Sample Conditioning Rack (SCR), Wet Analyzer Rack (AR), and a NEMA 12 electrical enclosure (CMP). The panel will measure ~16'L x 3'W x 6.5'H and weigh approximately 4,500 lbs. The sample panel requires 120 VAC single phase 60 Hz power supply. The panel is designed to be installed indoors recessed within a wall with front and rear access.*
    - Two(2) AutoVRELs included for two(2) HP steam sample lines
2. *One (1) 3-ton water cooled Temperature Control Units (TCU). The TCU includes manufacturer's standard equipment and is designed for indoor service. The TCU requires a 480V 3 phase 60 Hz power supply).*
3. *One(1) Sentry ProShield SWAS Service package for Start-up, Commissioning, and Training. To be completed by one technician with a follow-up visit onsite up to 2 days to be completed after completion of installation.*

Sentry Equipment Corp | 966 Blue Ribbon Circle North | Oconomowoc, WI 53066 U.S.A.
+1-262-567-7256 | sales@sentry-equip.com | sentry-equip.com

4. Comprehensive Installation of System, TCU, and site supplied analyzers as described in Exhibit A. Two(2) consecutive weeks should be allotted in outage schedule.

The price quoted is FOB- Jobsite, freight allowed; no special tools are required.

Approximate Price breakdown

PO	
Steam & Water Analysis System Equipment*	$311,930.00
Install materials, Rentals & Subcontract*	$24,500.00
Freight FOB Jobsite*	$10,000.00
Roseville Sales Tax	$26,848.33
PO Sub Total	$373,278.33
Contract Purchase Agreement (CPA)	
Install labor, Travel & Living Expenses	$82,970.00
Securities Cost	$9,500.00
CPA Sub Total	$92,470.00
	$465,748.33
*** = taxed fields**	

Payment Terms

20% invoiced at time of drawing submittal
20% invoiced at time Sentry is released for fabrication.
40% invoiced upon shipment
20% invoiced upon completion of installation

Invoices are payable 30 days from invoice date. Terms are subject to approval.

C. Delivery

Submit Drawings.....4-6 wks ARO
Begin Procurement.....8 wks ARO
Submit Preliminary O&M manual.....4-6 wks BS
Ship .....28-30 wks ARO*
Submit Final O&M manual.....2-4 wks AS
*Assuming 2 wk drawing review
ARO: After Receipt of Order BS: Before Shipment AS: After Shipment

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D. Clarifications & Exceptions

This proposal along with drawings and lists of components represent the deviations in our offering. This proposal meets the intention of the specification while using our standard design in attempt to provide you with the highest quality system at a competitive price.

- Note: Current panel and wall opening are 14ft wide and the new panel will be 14-16ft wide. Some analyzers may need to be shipped loose and installed on adjacent walls to keep panel width to 14ft wide and fit within existing opening.

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II. Project Details

A. General

Each piece of equipment is completely assembled, piped and wired at the factory, ready for installation when received at the site.

Legend plates are black text engraved on a white background. Legend plates are made of 2mm (1/16") laminated plastic and are fastened to panel with fasteners or adhesive.

Drawings will be provided for review and approval. The drawing package will include a system P&ID and electrical wiring diagram, and a general arrangement drawing, a name plate drawing, a legend plate drawing, and tag lists for each piece of equipment.

Unless otherwise specified, we will provide a digital .pdf copy of the Installation, Operation and Maintenance manuals.

B. System Overview

a. Sample Tubing

The Supplier's responsibility for tubing begins with and includes the bulkhead fitting at the inlet of the conditioning rack. Tubing material is SA249-TP316 welded stainless steel. All fitting connections internal to the rack comply with ANSI B31.1. Fittings shall be manufactured by Swagelok, Parker, or equal.

b. Materials & Components

All tubing and system components wetted by the sample stream are 304 or 316 stainless steel or as supplied as part of purchased instrumentation. All parts subject to high pressure or temperatures or other severe duty shall be of materials suitable for the service.

The sample conditioning section panel face is made of 10 gauge type 304 stainless steel. The sink is made of 304SS and is mounted across the entire conditioning section. The sink dimensions are 7 ¾” Deep (front to back) X 6 ¾” H with a 6” work-shelf.

There are many variables associated with determining materials of construction. Any recommendations that seller makes herein are based on published literature available in text books and/or user recommendations. Any references are based on empirical study, and may not correlate directly with the end user's process (i.e. concentrations, temperatures, etc.).

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The Company does not warrant against erosion, corrosion, and more specifically, the material compatibility of elastomers in specific services.

Pressure reduction of high pressure samples (greater than 500 psig) is performed by using the Sentry VREL® (variable rod-in-tube) pressure reducing valve is used. This valve eliminates the erosion problem commonly found with needle or other types of pressure reducing valves. It also prevents dissociation of water into hydrogen and oxygen which may occur with large pressure drops occurs through small orifices. Refer to bulletin No. 1.10.1 in the vendor literature section of this proposal.

We recommend the use of Thermal Shut-off Valves (TSV's) as shown on our P&ID to protect analyzers and cells from high sample temperatures. The TSV is a mechanical device manufactured by Sentry Equipment, which will stop sample flow if sample temperature after the primary coolers exceeds 120°F.

Our design includes a Sentry BPR/RV, which functions as both a Back Pressure Regulator and a Relief Valve. Since the BPR/RV is not adjustable, it operates as a sample line relief valve, going full open if the upstream pressure is too high. It is capable of relieving in excess of 9,000 cc/min with only a small increase in upstream pressure. Since the BPR/RV is normally open during system operation, the disc does not have a chance to adhere to the seat as with typical relief valves. Consequently, the BPR/RV is a very reliable pressure protection device.

Switching between samples for the wet analyzers is accomplished automatically by a Sample Sequencer™. The Sequencers are panel mounted on the front of the CMP, and they control manifolded solenoid valves mounted on the back of the AP near each shared analyzer. The valves energize one at a time to direct the associated sample to the shared analyzer, and when they are de-energized the associated sample is directed to a drain line. Since the samples are always flowing through the manifold even when they are not in-service, the samples at the manifold remain contemporary. Located between the Sequencer and the analyzer is a FICV which monitors the sample flow to each analyzer, and FICVs are mounted on the front of AP near the associated analyzer. Each sequenced sample is provided with an individual 4-20ma signal with track and hold.

c. Sample Coolers and Cooling Water System

Sample temperature is reduced using "primary" full counterflow sample coolers to achieve close approach temperature to the primary cooling water.

All coolers are of the coil-in-shell type design, with counterflow of sample and cooling water. The Sentry designed cooler minimizes the amount of cooling water flow required for the specified sample flow rate due to its extremely high efficiency. The coolers selected for this

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project are specified on the attached list of components. The expected performance of the coolers is shown on the attached cooler calculation sheets.

For maintenance, the sample coolers have removable shells. All coolers have 316 stainless steel tubing and 304 stainless steel shells and bolts. The headers and coolers are protected from over pressurization by relief valves; refer to the attached P&ID.

All primary coolers are equipped with 3-way bronze inlet valves and outlet globe valves, with a common relief valve on the header.

d. Mounting

The equipment is designed to be bolted to the Customer supplied foundation. It is recommended that shims and non-shrinking grout be used to ensure that the equipment is level. All valves and accessories are mounted so that they are within the dimensional confine of the rack/panel.

e. Welding

All welding done by the Company or its immediate sub-contractors for structural, pressure vessel, and pressure retaining piping is done by welders qualified in accordance with Weld Procedure Specifications meeting the requirements of ASME Section IX. Weld Procedure Specifications, Procedure Qualification Records, and Welder Performance Records complying with ASME Section IX are maintained by Sentry's Quality Assurance department and are available, upon request. Visual weld inspection performed by Sentry Equipment Corp. inspectors meet the requirements of ASME Section VIII, Division 1. Inspectors are trained and certified by written examination administered by the Company's quality assurance program.

f. Electrical

Distribution of power to the panel is centralized from a circuit breaker.

Our standard terminal blocks are Phoenix UT4. They are finger safe, rail mounted, and IECex, ATEX, & CSA approved.

A concealed wiring trough is now provided on the front of the conditioning section for routing sensor cables back to the monitor panel. This helps facilitate routine calibration of sensors with potted leads and it also is beneficial when replacing sensors. For sensors that require frequent replacement such as some pH and DO sensors, we still recommend the use of quick connect cables to avoid the need for pulling sensor cables out of the wiring trough.

g. Consumable probes

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+1-262-567-7256 | sales@sentry-equip.com | sentry-equip.com

If the panel is not expected to be placed in service within roughly 6 months of delivery, or subjected to freezing temperatures, we recommend delaying shipment of consumable probes such as pH and DO until startup. In most cases, when these probes are shipped with the sample panel they dry out and require replacement by the time the panel is placed in operation. These probes are not covered under warranty.

C. Drawing Submittals

This proposal includes two rounds of drawing submittals to customer per approval drawing; initial submittal and 2nd submittal incorporating customer's comments (if required). Additional submittals required as a result of customer changes after initial comment return will be evaluated for cost and schedule impact.

D. Factory Tests

The following tests on the equipment will be performed by the Company before it is shipped. All test data is recorded and maintained in Company files and is available for inspection by the Customer

- Hydrostatic tests at 150% of design pressure, held for 10 minutes
- Electrical High Potential Tests, excludes all components where damage may occur
- Electrical Continuity Test against the electrical wiring diagram
- Visual Dimensional Inspection

E. Warranty

Seller warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship for 12 months from date of initial operation, not to exceed 18 months from date of shipment. If, within such a period, any such products shall be proved to Seller's satisfaction to be defective, such products shall be repaired or replaced at Seller's option.

Sellers' obligation and Buyer's exclusive remedy hereunder shall be limited to such repair and replacement and shall be conditioned upon Seller's receiving written notice of any alleged defect within 10 days after its discovery to Seller.

The foregoing warranties are exclusive and in lieu of all other express and implied warranties except in title, including but limited to, implied warranties of merchantability and fitness for purpose. Seller shall not be subject to any other obligations or liabilities whatsoever with respect to products manufactured or furnished by it, or any undertakings, acts or omissions relating thereto.

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CITY OF ROSEVILLE
TRADITION • PRIDE • PROGRESS

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: Sample Panel Replacement for the Roseville Energy Park

Project Location(s): The Roseville Energy Park, 5120 Phillip Road, Roseville, CA (APN 017-101-020-000)

Project Description: The Roseville Electric Department proposes the replacement of the existing Roseville Energy Park sample panel with a new, modernized specialized sample panel.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Electric Department

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

> "Class 1 consists of repair, maintenance…or minor alteration of existing public…structures, facilities, mechanical equipment…involving negligible or no expansion of existing or former use."

The project is limited to replacement of the existing sample panel, which is at the end of its useful life, at the Roseville Energy Park and would not result in an expansion of use. Therefore, the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Michael Zasso, Roseville Electric Department, 5120 Phillip Road, Roseville, CA 95747. (916) 746-1665

Signature: _____ Date: 10-13-2022

Terri Shirhall, Environmental Coordinator
City of Roseville

COUNCIL COMMUNICATION

CC #: 2930
File #: 0203-12

Title: Firefighting Equipment and Medical Supplies - Purchase Order
Contact: Michael Bradley 916-774-5806 mbradley@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a purchase order to obtain safety products, industrial & medical gases, and welding supplies and equipment. Staff also requests that Council authorize the City Manager to sign the associated Participating Agency Endorsement Authorization. Staff requests authorization to continue renewing the contract agreement without further Council approval, upon verification of the approved optional renewal years on the piggyback contract until that contract expires or until staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Fire Department has an annual requirement for various Advanced Life Support and Basic Life Support medical supplies and medications to be stocked on the fire engines for use in emergency medical responses. These supplies are used to treat any person in need of medical aid, supporting the 18,000 projected calls for service and meeting the Sierra-Sacramento Valley (SSV) Emergency Medical Services (EMS) Agency's requirements for approved fire apparatus minimum medical equipment for the advanced life support program. As part of this requirement the Fire Department currently purchases a variety of gases from Airgas for medical, welding and air monitoring purposes.

The City will be utilizing a League of Oregon Cities contract (PS21000) as a qualified government member of National Purchasing Partners, Inc. This is a competitively bid contract with an initial three-year contract period and three optional one-year renewals. Utilizing this contract will help the city meet its goal of fiscal responsibility.

FISCAL IMPACT

The total estimated cost for safety products, industrial & medical gases, and welding supplies and equipment is not expected to exceed $25,000 for the remaining initial term of the contract from September 20, 2023 to July 8, 2024. Funding is included in the Fire Department's FY2023-24

budget in the General Fund and will be recommended in future year budgets.

The estimated total for the remaining three one-year renewal terms is not expected to exceed $35,000 for July 9, 2024 to July 8, 2025, $45,000 for July 9, 2025 to July 8, 2026, and $55,000 for July 9, 2026 to July 8, 2027. The contract will be encumbered one fiscal year at a time pending Council approval of the budget for each year and verification of the approved optional renewal on the piggyback contract. The total for the initial contract term and all extensions is estimated to not exceed $160,000.

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 § 15060M(3) and § 15378. The medical supplies purchase order award meets the above criteria and is not subject to CEQA. No additional environmental review is required.

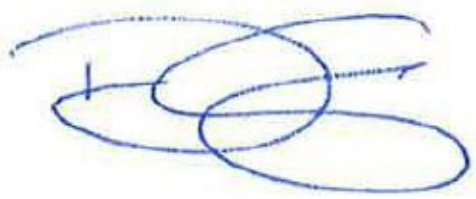
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a Safe & Healthy Community
Goal E - Deliver Exceptional City Services

Respectfully Submitted,

Michael Bradley, Fire Battalion Chief

Rick Bartee, Fire Chief



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-379

Intergovernmental Cooperative Purchasing Agreement

Master Price Agreement

NPP Contract Overview

RESOLUTION NO. 23-379

APPROVING A PURCHASE ORDER FOR FIREFIGHTING EQUIPMENT AND MEDICAL SUPPLIES

WHEREAS, a purchase order for firefighting equipment and medical supplies, between the City of Roseville and Airgas USA, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager is authorized to execute the Intergovernmental Cooperative Purchase Agreement; and

BE IT FURTHER RESOLVED by the Council of the City of Roseville that the City Manager or his designee is additionally authorized to continue renewing the purchase order without further contract Council approval, upon verification of the approved optional renewal years on the piggyback contract until that contract expires or until 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

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Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

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NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

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ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

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LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
38C546F8869143E...

Date: 3/26/2020

BY:
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

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PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of City of Roseville ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of City of Roseville and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____

BY: Dominick Casey
ITS: City Manager

Participating Agency Contact Information:

Contact Person: Jenny Neeley (Fire Dept.)
Address: 316 Vernon Street, 4th Floor
Roseville, CA 95678

Telephone No.: (916)774-5849
Email: jneeley@roseville.ca.us

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LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Airgas USA, LLC ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain MUNICIPAL SAFETY EQUIPMENT AND SUPPLIES FOR GOVERNMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for MUNICIPAL SAFETY EQUIPMENT AND SUPPLIES FOR GOVERNMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2050 for MUNICIPAL SAFETY EQUIPMENT AND SUPPLIES FOR GOVERNMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2050 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the Agreement provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard

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printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's list of Exceptions to 3.3.1, Indemnification, has been **rejected**, and in lieu the original indemnification language from this agreement will be removed and by this reference incorporated herein.

Vendor's Exception to 3.3.2, Insurance Requirements, is **approved** and by this reference incorporated herein.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services

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identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited

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orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement

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are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

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ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301

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ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

Airgas USA, LLC
N112 W13333 Mequon Rd.
Germantown, WI 53022
ATTN: Steve Stenson
Email: steve.stenson@airgas.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, pandemic, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation, or other circumstances whether similar or dissimilar to any of the foregoing. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing

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the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

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ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: DocuSigned by: 38C646F8869143E...

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: July 7, 2021 | 3:59 PM PDT

VENDOR:

Signature: DocuSigned by: 3B62F115F8B24F2...

Printed Name: Greg Woods

Title: AVP

Airgas USA, LLC

Dated: July 7, 2021 | 3:50 PM PDT

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

	HARDGOODS & SAFETY - COST PLUS	Non-Radnor Brand	Radnor Brand
Product Hierarchy	**Description**	**GM %**	**GM %**
HH-E0	**Filler Metals**	**22%**	**24%**
HH-E0-01	Stick Electrode	22%	24%
HH-E0-03	Tig Rod	22%	24%
HH-E0-05	Mig Wire	22%	24%
HH-E0-06	Subarc Wire	22%	24%
HH-E0-07	Tubular Wires	22%	24%
HH-E0-09	Gas Welding Rod	22%	24%
HH-E0-11	Fluxes & Powders	22%	24%
HH-E0-13	Silver & Solder	22%	24%
HH-E0-15	Weld Rings & Inserts	22%	24%
HH-E0-50	Filler Metal Certification Charges	22%	24%
HH-E0-99-99	Misc Filler Metals	22%	24%
HH-E2	**Gas Equipment**	**25%**	**27%**
HH-E2-01	Outfits (Welding & Cutting)	25%	27%
HH-E2-03	Torches, Handles & Cutting Attachments	25%	27%
HH-E2-05	Tips (Cutting, Heating & Welding)	25%	27%
HH-E2-07	Industrial Regulators & Flowmeters	25%	27%
HH-E2-09	Air/Fuel Gas Equipment & Tips	25%	27%
HH-E2-10	Flame Spray Equipment, Tips & Accessories	25%	27%
HH-E2-11	Torch & Regulator Repair/Replacement Parts	25%	27%
HH-E2-13	Check Valves & Flash Arrestors	25%	27%
HH-E2-15	Hose	25%	27%
HH-E2-16	Hose & Cable Reels & Accessories	25%	27%
HH-E2-17	Adapters & Fittings	25%	27%
HH-E2-19	Manifolds, Piping & Valves	25%	27%
HH-E2-21	Cylinder Carts & Stands	25%	27%
HH-E2-23	Gas Apparatus Support Equipment	25%	27%
HH-E2-25	Cutting Machines & Accessories	25%	27%
HH-E2-27	Liquid & Gas Containers (Cylinders & Valves)	25%	27%
HH-E2-28	Cryo Storage Equipment & Accessories	25%	27%
HH-E2-31	Medical Support Equipment	25%	27%
HH-E2-33	Burning Bars & Accessories	25%	27%
HH-E2-50	Medical Professional Product Line	25%	27%
HH-E2-99	Misc Asset Sale & Gas Equipment	25%	27%
HH-E6	**Miscellaneous Welding Equipment**	**19%**	**21%**

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HH-E6-01	Postitioners & Manipulators	19%	21%
HH-E6-03	Platens	19%	21%
HH-E6-05	Flux Recovery Equipment	19%	21%
HH-E6-06	Fume Extraction Equipment	19%	21%
HH-E6-07	Electrode Ovens	19%	21%
HH-E6-13	Booms & Accessories	19%	21%
HH-E6-15	Weld Backing Material	19%	21%
HH-E6-17	Pipe Beveling Equipment & Accessories	19%	21%
HH-E6-19	Purge Dams & Paper	19%	21%
HH-E6-99	Misc Welding Equipment & Asset Sale	25%	27%
HH-E7	Automation	19%	21%
HH-E7-11	Automation (Fixed)	18%	20%
HH-E7-21-01	Automation (Robotics)	18%	20%
HH-E7-21-50	Automation & Robotics Guns, Parts	19%	21%
HH-E7-21-60	Automation & Robotics Peripherals	19%	21%
HH-E7-31	Automation (Cutting)	19%	21%
HH-E7-41-01	Automation - Plasma Machines (> 100 amps)	16%	18%
HH-E7-41-50	Automation - Plasma Torch (Mech) & Racks	19%	21%
HH-E7-41-60	Automation - Plasma Consumables & Parts	19%	21%
HH-E7-91	Misc Automation	18%	20%
HH-E8	Power Supplies & Wire Feeders	16%	18%
HH-E8-01	Stick Welders	16%	18%
HH-E8-03	Engine Drive Welders	16%	18%
HH-E8-05	Tig Welders	16%	18%
HH-E8-07	Mig Welders	16%	18%
HH-E8-08	Multi-Process Welders	16%	18%
HH-E8-09	Wire Feeders, Spool Guns, Push Pull Guns & Accessories	16%	18%
HH-E8-11	Plasma Machines	16%	18%
HH-E8-13	Plasma Torches, Parts & Consumables	25%	27%
HH-E8-14	Laser Cutting Consumables	25%	27%
HH-E8-15	Spot Welders & Accessories	16%	18%
HH-E8-16	Stud Welders & Accessories	16%	18%
HH-E8-17	Multi-Operator Welders	16%	18%
HH-E8-21	Used Welders	16%	18%
HH-E8-23	Machine Repair Parts	25%	27%
HH-E8-23-01	Machine Repair Parts	16%	18%
HH-E8-25	Machine Accessories, Running Gears & Trailers	16%	18%
HH-E8-99-99	Misc Power Supplies & Wire Feeders	16%	18%
HH-EA	Welding Support Equipment	22%	24%
HH-EA-01	Arc Gouging Torches & Accessories	22%	24%
HH-EA-03	Arc Gouging Electrodes	22%	24%
HH-EA-05	Chemicals	22%	24%
HH-EA-07	Welding Cable	22%	24%
HH-EA-09	Tig Torches, Parts & Consumables	22%	24%
HH-EA-11	Tungsten	22%	24%

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HH-EA-13-01	Water Circulators & Accessories	22%	24%
HH-EA-15	Mig Guns, Parts & Consumables	22%	24%
HH-EA-17	Manual Accessories (Holders, Ground Clamps, Connectors, (etc.)	22%	24%
HH-EA-19	Markers, Soapstone, Scribes & Accessories	22%	24%
HH-EA-21	Heat Indicators	22%	24%
HH-EA-23	Welding Blankets & Curtains & Hardware	22%	24%
HH-EA-25	Miscellaneous Welding Support Equipment	22%	24%
HH-EA-99-99	Misc Welding Support Equipment	22%	24%
HH-EC	Fire Extinguisher Equipment & Services	32%	34%
HH-EE	Safety	22%	24%
HH-EE-01	First Aid	22%	24%
HH-EE-03	Environmental	22%	24%
HH-EE-04	Monitors & Calibration	22%	24%
HH-EE-05	Footware	18%	20%
HH-EE-07	Respiratory	18%	20%
HH-EE-09	Fall Protection	18%	20%
HH-EE-11	Head Protection	18%	20%
HH-EE-13	Eye & Face Protection	18%	20%
HH-EE-15	Hearing Protection	18%	20%
HH-EE-17	Hand Protection	18%	20%
HH-EE-19	Signs, Barriers & Traffic	22%	24%
HH-EE-21	Clothing	18%	20%
HH-EE-21-11	Clothing (Leather)	18%	20%
HH-EE-22	Clothing (Reflective Vest)	18%	20%
HH-EE-23	Ergonomics	18%	20%
HH-EE-99	Misc Safety	22%	24%
HH-EG	Tools	28%	30%
HH-EG-01	Reamers, Countersinks & Counterbores	28%	30%
HH-EG-03	Drill & Driver Bits	28%	30%
HH-EG-03-01	Drill & Driver Bits	28%	30%
HH-EG-04	End Mills, Cutters, Broaches & Knurls	28%	30%
HH-EG-08	Taps, Dies, Chasers & Threading Tools	28%	30%
HH-EG-11	Saw Blades	28%	30%
HH-EG-30	Bonded Abrasives	28%	30%
HH-EG-30-01	Bonded Abrasives Depressed Center & C/O Wheel	62%	64%
HH-EG-31	Coated Abrasives	28%	30%
HH-EG-32	Non-Woven Abrasives	28%	30%
HH-EG-35	Burrs & Kits	28%	30%
HH-EG-41	Diamond Abrasives (Wheels & Segments)	28%	30%
HH-EG-43	Abrasive Accessories	28%	30%
HH-EG-45	Brushes	28%	30%
HH-EG-50	Drill Presses, Drill & Cutter Grinders, Lathes, Milling Machines, etc.	28%	30%
HH-EG-50-19	Deburring Machines, Bevelers & Accessories	28%	30%
HH-EG-55	Machine Tool Accessories	28%	30%

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HH-EG-64	Precision Measuring (Micrometers, Squares, Levels, etc.)	28%	30%
HH-EG-75	Electrical Products, Flashlights & Batteries	42%	44%
HH-EG-75-02		28%	30%
HH-EG-76	Air Tools & Accessories	28%	30%
HH-EG-77	Electric Power Tools & Accessories	25%	27%
HH-EG-78	Hand Tools, Files & Accessories	29%	31%
HH-EG-79	Safety Tools	29%	31%
HH-EG-80	Lubricants & Chemicals	28%	30%
HH-EG-81	Grease Guns, Oilers, Funnels, etc	28%	30%
HH-EG-82	Storage Systems, Benches, & Stations	28%	30%
HH-EG-83	Fasteners Industrial	28%	30%
HH-EG-84	Vises & Accessories	28%	30%
HH-EG-85	Industrial Markers	28%	30%
HH-EG-87	Material Handling, Pulling, Lifting & Leveling	28%	30%
HH-EG-87-01		28%	30%
HH-EG-88	Shop Supplies	28%	30%
HH-EG-89	Stock (Bar, Threaded & Shim)	28%	30%
HH-EG-90	Industrial Absorbents & Wipes	28%	30%
HH-EG-91	Industrial Tapes	28%	30%
HH-EG-91-01		28%	30%
HH-EG-95	Radios & Accessories	28%	30%
HH-EG-99-99	Misc Tools & Hardware	28%	30%
HH-EI	Industrial Coatings	25%	27%
HH-EI-05-00	Industrial Coatings, Paint Brushes & Rollers	29%	31%
HH-F0	Janitorial Products	30%	32%
HH-F0-01-03	Janitorial Products, Equipment & Accessories	37%	39%
HH-F SERIES	Specialty Gas Equipment	25%	27%
HH-FA	Spec Gas Regulators	25%	27%
HH-FB	Spec Gas Pigtails	25%	27%
HH-FC	Spec Gas Gauges	25%	27%
HH-FD	Spec Gas Flowmeters	25%	27%
HH-FE	Spec Gas Valves	25%	27%
HH-FF	Spec Gas Purifiers	25%	27%
HH-FG	Spec Gas Manifolds	25%	27%
HH-FH	Spec Gas Specialty Items	25%	27%
HH-FI	Spec Gas Generators	25%	27%
HH-FJ	Spec Gas MRI Equipment	25%	27%
HH-FK	Spec Gas Misc Fittings	25%	27%
HH-G0	Ferrier Equipment	30%	32%
HH-H1	Recreation	30%	32%
HH-HC	Steel & Aluminum Products	30%	32%
HH-IA	Diesel Exhaust Fluid	30%	32%
HH-JD	Balloons and Equipment Regulators	30%	32%
HH-S0	Medical Equipment Sales	30%	32%

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HH-S1	Medical Devices	30%	32%
HH-SC	Medical Disposables	30%	32%
HH-AE	ALTEC Engineering Solutions	Retail	Retail
HH-CQ	Safety Monitoring & Calibration	Retail	Retail
HH-E3	Cylinder Sales	30%	32%
HH-H2	Other Products	30%	32%
HH-H3	Application Engineered Systems	Retail	Retail
HH-LC	Small Med Aluminum Cylinders	Retail	Retail

Gas and Cylinder Rent Pricing		
Material Description with 2015 Price	**2021 Price**	**Rent / Day**
AC 3 ACETYLENE INDUSTRIAL 3 CL	$ 22.42	$ 0.30
AC 3.5 ACETYLENE INDUSTRIAL SIZE 3.5 CL	$ 36.02	$ 0.30
AC 4 ACETYLENE IND #4 CGA 510 CL	$ 36.26	$ 0.30
AC 5 ACETYLENE INDUSTRIAL 5 CGA 510 CL	$ 72.61	$ 0.30
ACB ACETYLENE IND B CGA 520 CL	$ 12.38	$ 0.30
AC MC ACETYLENE IND MC CGA 200 CL	$ 5.58	$ 0.30
AR 300 ARGON INDUSTRIAL 300 CGA 580 CL	$ 30.71	$ 0.25
AR 80 ARGON INDUSTRIAL 80 CGA 580 CL	$ 11.38	$ 0.25
ARCD25150 INM 25% CD/AR 150 CL	$ 15.49	$ 0.25
ARCD25200 IND 25%CD/AR200 EXCHANGE CL	$ 20.41	$ 0.25
ARCD25300 INM 25% CD/AR 300 CL	$ 24.25	$ 0.25
AR CD2540 INM 25 % CD/AR 40 CL	$ 7.35	$ 0.25
ARCD2580 INM 25 % CD/AR 80 CL	$ 10.38	$ 0.25
CD 50 CARBON DIOXIDE IND 200 CGA 320 CL	$ 12.05	$ 0.25
CD FG20AS CARBON DIOXIDE FG/IND 20# ALUM S1PHN CL	$ 8.11	$ 0.25
CD FG5A CARBON DIOXIDE FG 5# ALUM CL	$ 6.37	$ 0.25
CD 1CECB3 DRY ICE CUT BLOCK SLAB LB	$ 1.55	N/A
CDICEG1 DRY ICE PENGUIN FULL LB	$ 1.55	N/A
CD ICEP DRY ICE PELLETS LB	$ 1.25	N/A
GG HBTRI300 INM 2.5% CD/7.5% AR/HE 300 X CL	$ 150.93	$ 0.25
GG STEEL150 INM 16% CD/AR 150 CL	$ 17.44	$ 0.25
GG STEEL300 INM 16% CD/AR 300 CL	$ 32.92	$ 0.25
GG STEEL40 INM 16%CD/AR40 CL	$ 10.13	$ 0.25
GG STEEL80 INM 16% CD/AR 80 CL	$ 39.40	$ 0.25
NI 150 NITROGEN INDUSTRIAL 150 CGA 580 CL	$ 7.17	$ 0.25
NI180LT230 NITROGEN IND LIQ 180LT 230PSI CL	$ 36.44	$ 2.15
NI200 NITROGEN INDUSTRIAL 200 CGA 580 CL	$ 8.07	$ 0.25
OX 150 OXYGEN INDUSTRIAL 150 CGA 540 CL	$ 7.37	$ 0.25
OX 180LT230 OXYGEN IND LIQ 180LT230PSI CL	$ 36.68	$ 2.15
OX 20 OXYGEN INDUSTRIAL 20 CGA 540 CL	$ 5.87	$ 0.25
0X200 OXYGEN INDUSTRIAL 200 CGA 540 CL	$ 8.37	$ 0.25
0X200 OXYGEN INDUSTRIAL 200 CGA 540 CL	$ 8.37	$ 0.25
OX 200X QXYGEN INDUSTRIAL 200 EXCHANGE CL	$ 8.37	$ 0.25
OX 80 OXYGEN INDUSTRIAL 80 CGA 540 CL	$ 6.62	$ 0.25
OXUSP125 OXYGEN USP 125 EXCHANGE CL	$ 6.77	$ 0.35
OX USP200 OXYGEN USP 200 EXCHANGE CL	$ 8.37	$ 0.35

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OX USP300 OXYGEN USP 300 EXCHANGE CL	$ 9.32	$ 0.35
OXUSPDA OXYGEN USP DA MED CGA 870 CL	$ 5.52	$ 0.35

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

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ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

DocuSign Envelope ID: D14FBD91-9E7F-40BA-A9E5-E26A561B31A8

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Airgas
an Air Liquide company

MUNICIPAL SAFETY EQUIPMENT AND SUPPLIES FOR GOVERNMENT

Company Information

Airgas, an Air Liquide company, is a leading single-source supplier of gases, welding equipment, supplies and safety products. Dedicated to improving the performance of its more than one million customers, Airgas safely and reliably provides products, services and expertise through its more than 18,000 associates, over 1,400 locations, robust e-Business platform and Airgas Total Access® telesales channel.

Products on Contract

- Safety Products, Respiratory, Hand Eye & Hearing Protection, Clothing including reflective, Fall Protection, Signs, Barriers & Traffic
- Industrial & Medical Gases, Oxygen, Acetylene, CO2, Nitrogen, Argon, Dry Ice, Specialty Gases including EPA protocalls
- Welding Supplies and Equipment, Filler Metals including Wire, Gas Equipment, Torches, Welders, Welder/Generators, Plasma Cutters and Automation

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order

PUBLICLY SOLICITED CONTRACT & AWARDED

Lead Public Agency: League of Oregon Cities

RFP #2050

CONTRACT TERM

Contract Number: PS21000

Effective Date: 07/08/21

Initial expiration: 07/08/24

Possible extensions through: 07/08/27

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

npp gov SM National Purchasing Partners Government

nppgov.com
customerservice@nppgov.com
877.329.8847

COUNCIL COMMUNICATION

CC #: 2943
File #: 0203-04

Title:	Uniform and Floor Mat Rental and Cleaning Services - Contract Purchase Agreement
Contact:	Joanna Oukrop 916-746-1102 joukrop@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement (3003175) with Cintas Corporation No. 2 for uniform and floor mat rental and cleaning services, piggybacking on the City of Tucson, Arizona, Omnia Partners cooperative contract number 222886.

Staff also requests authority for the City Manager or his designee to execute two additional one-year contract extensions utilizing the same Omnia Partners contract without further Council approval, based on staff's determination that continuing this service is in the City's best interest and contingent upon Council approval of budgets each year.

BACKGROUND

The Finance Department, on behalf of various City departments, has a requirement for uniform rental and cleaning services in addition to floor mat rental and cleaning services on an as-needed basis. The uniform rental and cleaning services are provided to those departments opting by a vote of employees to have uniform rentals in lieu of a clothing allowance. The departments utilizing this service include: Electric; Parks, Recreation and Libraries; Public Works; and Environmental Utilities. The service also provides lockers for the employees to store their uniforms.

The City is piggybacking on the City of Tucson, Arizona, Omnia Partners contract number 222886 for the rental and cleaning of uniforms and floor mats by Cintas. Omnia Partners works with public and non-profit agencies that competitively solicit national master agreements for aggregated use. This contract was competitively bid and allows for any participating agency to benefit from the substantial savings realized from the overall volume of sales.

The term of the initial Omnia Partners contract is through July 14, 2025, with the option to renew for two additional years through July 14, 2027. Due to the costly nature of switching uniform vendors, the City's contract includes a provision where Cintas agrees to honor the contract for the optional renewal years regardless of whether it is renewed through Omnia Partners.

FISCAL IMPACT

The estimated total spend is $670,538 from September 2023 through July 14, 2025; $295,581 for the remainder of FY2025-26; and $325,139 for FY2026-27, plus the 14 days into FY2027-18 through July 14, 2027. Funding is included in the respective departments' budgets. Spending for future renewals will be contingent upon Council approval of budgets.

ENVIRONMENTAL REVIEW

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

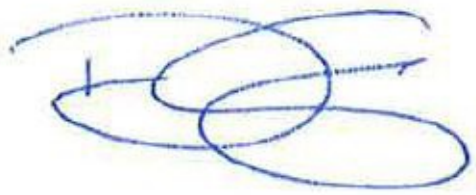
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-385

CPA# 3003175 for Cintas Corporation No. 2

RESOLUTION NO. 23-385

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CINTAS CORPORATION NO. 2, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3003175) for uniform and floor mat rental and cleaning services, by and between the City of Roseville and Cintas Corporation No. 2, 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

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Contract Purchase Agreement 3003175

Supplier Details:

Company	Cintas Corporation No. 2
Contact	Amanda Smith
Address	P O Box 625737
	Cincinnati, OH 45262

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 except as set forth herein. 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.

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Contract Purchase Agreement 3003175

Agreement	**3003175**
Agreement Date	**18-AUG-2023**
Revision	**0**
Agreement Amount	**670,538.00 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
Cintas Corporation No. 2
P O Box 625737
Cincinnati, OH 45262
Phone: (408) 499-8626
Fax: ()
Email: smitha18@cintas.com

Description of Labor, equipment and/or materials

The vendor shall provide uniform and floor mat rental and cleaning services for various citywide departments on an as needed basis utilizing Omnia contract# 222886. The attached Supplemental Local Addendum to Piggyback of Cintas Corporation No. 2 Contract# 222886 with the City of Roseville ("Local Addendum") shall also be incorporated by reference onto this agreement, including Appendices A, B, and C.

START DATE: Executed Agreement
END DATE: 7/14/25

Contact Joanna Oukrop in the Finance Purchasing Division at (916)746-1102 or joukrop@roseville.ca.us for questions regarding this agreement.

The agreement total 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
	11003	**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.

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Contract Terms and Conditions
Negotiated T&Cs for Cintas Corporation No. 2,
rev. 7/24/23

1. Except as otherwise provided, to the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor'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. Except as otherwise provided, 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. Not withstanding any other term, contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
    c. Additional Insureds. Contractor shall also provide a separate endorsement or

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section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
(1) the minimum coverage and limits specified in this Agreement; or
(2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.

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

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

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

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

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances

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may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that

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

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

Roseville Business License No. __00846878_____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

____X____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 7/24/23 JL

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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES
Negotiated Insurance for Cintas Corporation No.2, rev. 7/24/23 (approved by Risk Mgmt.)

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, but only to the extent of Contractor's indemnity obligations.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

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

Construction:____
General Liability:
$2 Million/occurrence
$4 Million aggregate

Design Professional:____
General Liability:
$2 Million/occurrence
$4 Million aggregate
Professional Liability:
$2 Million/occurrence

Professional Consultant:____
Professional Liability:
$1 Million/occurrence

IT Services:____
Professional Liability:
$1 Million/occurrence
No auto required
Cyber Liability:
$1 Million/occurrence

Hazardous Materials:____
Pollution Liability:
$1 Million/occurrence

Special Events/Caterers-Vendors:____
No auto required
No workers' comp required

Professional Counseling/ Psychological:____
Professional Liability:
$1 Million/occurrence
No auto required

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

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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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Supplier

DocuSigned by:

Signature: Amanda Smith
6C0B8CA961BD4FF...

Print Name: Amanda Smith

Title: Account Manager

Date: 8/30/2023

Supplier

DocuSigned by:

Signature: Phil Adamson
EC1107C5ACAE42B...

Print Name: Phil Adamson

Title: General Manager

Date: 8/30/2023

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

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CITY OF ROSEVILLE CALIFORNIA

April, 2022

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

Dear Vendor:

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

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

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

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

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

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SUPPLEMENTAL LOCAL ADDENDUM TO
PIGGYBACK OF CINTAS CORPORATION NO. 2 CONTRACT #222886
WITH THE CITY OF ROSEVILLE ("Local Addendum")

The following local terms shall apply as between the City of Roseville ("CITY") and Cintas Corporation No. 2 ("CINTAS").

1. Controlling Documents. The controlling documents, incorporated here and forming part of this Contract Purchase Agreement ("AGREEMENT" or "CPA"), for the relationship between CINTAS and the CITY and all services to be provided in that relationship including applicable fees for all services (the "Controlling Documents") are, in priority controlling order:

	CONTRACT PURCHASE AGREEMENT #3003175, inclusive of this Local Addendum ("CPA")
APPENDIX "A"	Pricing Sheets / Amortization Schedule and Buyout/Agreement Closeout Cost Terms
	Terms, conditions and pricing for:
	a. Uniform Advantage Program
	b. Garment Prep & Emblem Advantage
	c. Non-Exhaustive Manufacturer Warranties for FRC
APPENDIX "B"	Contract #222886 Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services (Portions are omitted from the attached for convenience purposes only, and the full document and all of its parts are incorporated herein by this reference).
APPENDIX "C"	Transition Plan

These Controlling Document are attached to and made a part of this AGREEMENT. Should any conflict arise among the terms of two or more Controlling Documents, such Controlling Documents will govern in the priority order set forth above.

2. Flame Resistant Garments; Transfer of Manufacturers' Warranties; High Visibility Garments.

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Flame Resistant Garments. This section supersedes any other section concerning this same subject matter. City agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CITY ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO WARRANTY WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. City agrees to notify all employees and other agents of City who may wear or will be wearing the FRC to follow manufacturer use directions. City acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of City. To the extent that FRC materials are utilized, CINTAS agrees that all elements, including stitching, patches, and any other element, and the repair and replacement thereof, shall be flame resistant. Further, City releases Cintas from any and all liability that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat.

Transfer of Manufacturers' Warranties. Contractor will pass through to City all manufacturer warranties for the materials covered hereunder to the extent Contractor has the right to do so. Contractor does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. Contractor hereby agrees that it will either

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correct or replace any defective materials covered hereunder at no cost to City. Further, Contractor will launder the garments consistent with industry standards for flame resistant clothing, and will not affix any emblems, patches or stitches that are not flame resistant. The manufacturer warranties referenced in this section are attached hereto as part of Appendix "A", but is not intended to be an exhaustive list of manufacturer warranties should additional warranties, guarantees, or covenants exist or are associated with items added to the catalog of available items.

High Visibility Garments. City bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. City acknowledges and understands that the Garments alone do not ensure visibility of the wearer. City further acknowledges that Contractor is relying upon City to determine whether any Garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. City acknowledges that Contractor has made no other representations, covenants or warranties, whether express or implied, related to the Garments. Further, City hereby releases Contractor from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards.

3. Effects of Termination for Convenience. This section supersedes any other section concerning this same subject matter.

Section H. Standard Terms and Conditions Paragraph H.41. TERMINATION OF

CONTRACT, shall be replaced as stated:

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This Contract may be terminated at any time by mutual written consent, or by the City, with cause, upon giving thirty (30) days written notice. In the event of any non-appropriation of funds, the City may terminate this Contract upon giving thirty (30) days written notice. Other than for non-appropriation of funds mentioned above, the City, at its convenience ("termination for convenience"), may terminate this Contract, in whole or in part upon giving thirty (30) days written notice, in accordance with H.42.1 below. If this Contract is terminated for cause or for non-appropriation of funds, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract and if Contractor fails to cure any of the defaults herein within a reasonable time of written notice. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

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The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

• In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

• The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the

Contractor in the event that continued service will or may be affected by nonappropriation.

No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

H.41.1 Effects of Termination for Convenience

If this Contract is cancelled for convenience (which does not include termination for non-appropriation of funds) in the first twelve (12) months of the term, City shall pay as termination charges equal to fifty (50) weeks of rental service. If this Contract is terminated for convenience in months thirteen (13) through eighteen (18) of the term, City shall pay as termination charges equal to thirty-six (36) weeks of rental service.

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If this Contract is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, City shall pay as termination charges equal to 23 weeks of rental service. If this Contract is cancelled for convenience after twenty-four (24) months of service, City shall pay as termination charges of ten (10) weeks of rental service.

City shall also be responsible to return all of the Merchandise allocated to such City locations terminating this Contract at the then current Loss/Damage Replacement Values and for any unpaid charges on City's account prior to termination.

4. Venue; Dispute Resolution; Applicable Law. Section H. Standard Terms and Conditions Paragraph H.4. APPLICABLE LAW, and in the Facilities Solutions Agreement or any other statement concerning this subject matter, shall be replaced as stated:

~~Any dispute arising out of or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive arbitral jurisdiction and place of arbitration for resolution of any such dispute shall be Pima County, Arizona.~~ Superseded by the terms of the CPA. The inclusion of this specific callout is not intended to be understood as a waiver or that other subject matters that are not also explicitly called out herein are not superseded or replaced by the terms of the CPA or as described above. This Section is merely intended to add additional clarity and serve convenience.

5. Records. Contractor shall, at all times during the term of this Contract and for a period of two years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

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6. Advertisement. CINTAS may not advertise that CITY is a client, list CITY as a reference or otherwise use CITY's name, logos, trademarks, or service marks without prior written permission from CITY, except that CINTAS may use the CITY's name for audits, bank loans, mergers and acquisitions, and similar transactions.

7. Renewal. This Agreement shall not renew at the conclusion of the term except by mutual consent in writing. This Agreement is not subject to any auto-renewal provision.

8. Pricing Programs. CITY, in its sole discretion, may, at any time opt in and/or out of CINTAS Uniform Advantage Program, and Garment Prep & Emblem Advantage.

9. Term. The term of this Agreement shall commence upon execution and expire on 7/14/25. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional two (2) years by giving CINTAS thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement and exist independent of whether Contract #222886 of which this agreement piggybacks, is renewed, extended, terminated or modified to the contrary as between OMNIA and the City of Tucson. CITY makes no specific guarantee of a minimum or maximum value or utilization of services contemplated herein, and nothing herein shall be considered an exclusive agreement to provide service for CITY.

10. Compensation. For its services provided hereunder, CINTAS shall be compensated on a basis in accordance with the rates as described in APPENDIX "A," attached hereto and incorporated herein by this reference. Total compensation shall not exceed six hundred and seventy thousand, five hundred and thirty-eight dollars ($670,538.00) for the initial term.

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Adjustment to the total compensation per year shall require a written amendment to this Agreement.

CINTAS shall submit one monthly invoice for its services. Such invoices shall be delineated by task, item(s), and rate. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

11. [Reserved.]

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

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

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

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

16. Independent Contractor. CINTAS, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

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

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

[RSERVED]

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City of Roseville Contract Purchase Agreement **APPENDIX A**

Appendix A includes the following:

- Omnia – City of Tucson contract pricing dated 9/16/23
- Uniform Advantage, Garment Prep & Emblem Advantage, Buyback/Agreement closeout cost terms
- Protective Apparel warranty information from:
  - Westex
  - Glen Raven Technical Fabrics (GRTF)
  - Tencate Protective Fabrics
  - Dupont
  - Mount Vernon Mills
  - PyroSafe by Antex

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Items not below - use NA VOL book pricing less 10%

Omnia - City of Tucson		Ceiling Pricing		
9/16/2022		RENTAL	LR	Contract
Item #	Description	Weekly	Loss/Replacement	
259	PERFORMANCE POLO N/C COLLAR	$ 0.25	$ 18.00	Yes
275	HI PERFORMANCE POLO	$ 0.39	$ 31.73	Yes
290	CARHARTT FR CARP JN	$ 0.62	$ 49.50	Yes
294	CARHARTT FR WORK SH	$ 0.47	$ 58.50	Yes
330	COTTON WORK SHIRT	$ 0.28	$ 20.39	Yes
340	COTTON WORK PANTS	$ 0.39	$ 26.51	Yes
384	CARHARTT SHIRT	$ 0.37	$ 24.30	Yes
390	WOMENS PANT SUSAN	$ 0.30	$ 23.40	Yes
391	CARHARTT FR CVRL	$ 0.99	$ 108.00	Yes
395	WOMENS PANT CATHY	$ 0.30	$ 19.80	Yes
396	Carhartt Rugged Flex-Shirt	$ 0.52	$ 49.49	Yes
910	COTTON COVERALLS	$ 0.59	$ 46.20	Yes
912	COVERALL	$ 0.28	$ 34.06	Yes
935	COMFORT SHIRT	$ 0.19	$ 17.00	Yes
945	COMFORT PANT	$ 0.22	$ 20.39	Yes
970	HIP LENGTH JKT	$ 0.45	$ 35.13	Yes
1801	2X3 SPRING STEP	$ 1.71	$ 58.93	Yes
1810	3X5 DURALITE MAT	$ 2.75	$ 95.00	Yes
2160	SM SHOP TWL-RED	$ 0.09	$ 0.59	Yes
2271	FC1 - HEAVY DUTY FLOOR CLEANER	$ 1.41	-	Yes
2272	FC4 - NEUTRAL FLOOR CLEANER	$ 0.81	-	Yes
2274	FC2 - BIO-BASED FLOOR CLEANER	$ 1.71	-	Yes
2275	GL1 - GLASS & MULTI-SURFACE CLEANER	$ 2.02	-	Yes
2276	RR1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	$ 3.07	-	Yes
2277	OC1 - ODOR COUNTERACTANT / FABRIC FRESHENER	$ 6.05	-	Yes
2282	FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	$ 2.82	-	Yes
2294	FOAMING CHEMICAL MAINTENANCE FEE*	$ 3.02	-	Yes
2295	RR1 - HEAVY DUTY RESTROOM CLNR / DISINFECT - MOP BUCKET	$ 1.56	-	Yes
2477	3X5 SCRAPER MAT	$ 2.75	$ 45.90	Yes
2700	TERRY TOWEL	$ 0.14	$ 1.33	Yes
7001	36"MICROFBR MOP HEAD	$ 0.50	$ 10.80	Yes
7116	12"MICROFIBER MOP OR	$ 0.20	$ 6.30	Yes
7432	12"x12" MICROFIBER WIPER (BLUE)	$ 0.18	$ 2.70	Yes
7433	12"x12" MICROFIBER WIPER (Orange)	$ 0.18	$ 2.70	Yes
7500	CHEMICAL DISPENSER MAINTENANCE FEE*	$ 3.02	-	Yes
7544	FC1 - HEAVY DUTY CLEANER - BOTTLE	$ 1.41	-	Yes
7550	3 COMPART SINK MAINTENANCE FEE*	$ 3.02	-	Yes
7600	2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	$ 50.39	-	Yes
7619	FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	$ 25.20	-	Yes
7717	16" x 16" MICROFIBER WIPER (WHITE)	$ 0.18	$ 3.60	Yes
8020	MICROFIBER TUBE MOP	$ 2.52	$ 16.20	Yes
9313	1000 MOISTURE SP RFL	$ 2.24	-	Yes
9314	HVY DTY SCRUB SVC	$ 2.24	$ 22.50	Yes
9322	HAND SANITIZER - 1000 ml	$ 3.08	$ 22.50	Yes
9332	AB GEL SOAP SERVICE	$ 1.68	$ 22.50	Yes
9581	DUALCHAMBERMOPBUCKET	$ 2.80	$ 113.39	Yes
9582	PULSE MOP	$ 1.96	$ 99.00	Yes
9585	FR Bomber Jacket W/EVIS	$ 1.31	$ 135.20	Yes
10196	3X5 TRAFFIC MAT GRNT	$ 2.24	$ 67.50	Yes
59294	FR SHRT/CRHRT ANSI 3	$ 1.23	$ 85.50	Yes
59392	FR SHIRT CARHARTT W E-VIS	$ 0.48	$ 73.87	Yes
66275	POLO WMNS POLY SS	$ 0.38	$ 26.10	Yes
72174	LAB COAT	$ 0.27	$ 28.33	Yes
74533	Carhartt Rugged Flex-Pant	$ 0.47	$ 53.99	Yes
84015	3X10 RED MAT	$ 4.78	$ 91.79	Yes
84030	3X10 GRAY MAT	$ 4.78	$ 91.79	Yes
84035	3X10 BLACK MAT	$ 4.78	$ 91.79	Yes
84050	3X10 BROWN MAT	$ 4.78	$ 91.79	Yes
84215	3X4 RED MAT	$ 3.25	$ 45.90	Yes
84220	3X4 BLUE MAT	$ 3.25	$ 45.90	Yes
84235	3X4 BLACK MAT	$ 3.25	$ 45.90	Yes
84250	3X4 BROWN MAT	$ 3.25	$ 45.90	Yes
84301	3X5 LOGO MAT	$ 2.69	$ 112.50	Yes

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84302	3X5 SAFETY MAT	$	3.68	$	73.66	Yes
84315	3X5 RED MAT	$	3.25	$	45.90	Yes
84320	3X5 BLUE MAT	$	3.25	$	45.90	Yes
84335	3X5 BLACK MAT	$	3.25	$	45.90	Yes
84350	3X5 BROWN MAT	$	3.25	$	45.90	Yes
84415	4X6 RED MAT	$	2.14	$	71.39	Yes
84430	4X6 GRAY MAT	$	2.14	$	71.39	Yes
84435	4X6 BLACK MAT	$	2.14	$	71.39	Yes
84450	4X6 BROWN MAT	$	2.14	$	71.39	Yes
84020	3X10 BLUE MAT	$	4.78	$	91.79	Yes
84230	3X4 GRAY MAT	$	3.25	$	45.90	Yes
84330	3X5 GRAY MAT	$	3.25	$	45.90	Yes
84420	4X6 BLUE MAT	$	2.14	$	71.39	Yes
205	WOMENS SHIRT PKT	$	0.25	$	18.00	No
268	T SHIRT PRO KNIT	$	0.20	$	16.20	No
270	CARGO PANT	$	0.40	$	26.10	No
271	WOMENS SHIRT NO PKT	$	0.22	$	17.55	No
273	HIGH IMAGE WORKSHIRT	$	0.27	$	23.40	No
278	T-SHIRT/CARHARTT	$	0.26	$	17.99	No
280	FR CARHARTT JEAN	$	0.31	$	49.50	No
297	FR CARHARTT T-SHIRT	$	0.49	$	76.50	No
344	CARHARTT FR CARGO PANT	$	0.42	$	63.00	No
347	CARHARTT FR WORK SH	$	0.39	$	58.50	No
361	JCKT/INNER/WTRPRF/NV	$	1.20	$	56.69	No
366	HIGH IMAGE JKT	$	0.74	$	47.70	No
370	CARGO SHORTS	$	0.36	$	19.80	No
371	FR CARHARTT WORK PNT	$	0.32	$	54.00	No
374	CINTAS OXFORD	$	0.33	$	22.95	No
376	CARHARTT ACTIVE JKT	$	1.15	$	85.05	No
378	CARHARTT BARN JCKT	$	1.70	$	89.99	No
380	CARGO SHORT - SUSAN	$	0.36	$	19.80	No
381	CARHARTT 5 PKT JN	$	0.42	$	24.30	No
382	CARHARTT CARP JN	$	0.42	$	26.55	No
383	CARHARTT PANT	$	0.38	$	29.70	No
385	CARGO SHORT - CATHY	$	0.36	$	19.80	No
386	CARHARTT JEAN STRETCH DENIM	$	0.46	$	44.99	No
387	FRCVRLCRHRTT5.3INHRT	$	0.82	$	148.50	No
388	SUSAN CARGO PANTS/WM	$	0.39	$	25.65	No
389	CATHY/CARGO PANTS/WM	$	0.39	$	25.65	No
392	FRSHRTCRHRTT5.3INHRT	$	0.37	$	72.00	No
393	JEAN CARHARTT WOMENS	$	0.46	$	44.99	No
394	CINTAS DENIM JEAN	$	0.36	$	24.30	No
656	NOMEX SHIRT	$	0.37	$	63.00	No
675	COLLARLESS BLOUSE	$	0.21	$	12.15	No
677	PERMA LINED JKT	$	0.52	$	30.15	No
737	NOMEX COVERALL	$	0.85	$	119.48	No
746	NOMEX PANT	$	0.45	$	81.00	No
833	FOOD PROC SHIRT	$	0.22	$	13.95	No
894	DENIM JEAN	$	0.41	$	17.36	No
925	LAB COAT	$	0.45	$	30.15	No
926	UNISEX LAPEL COAT	$	0.45	$	31.05	No
1045	60" MOP FRAME	$	-	$	11.70	No
1802	3X5 SPRING STEP	$	3.60	$	135.00	No
1918	2X3 WELLNESS AF MAT BRN	$	2.48	$	125.96	No
1919	2X3 WELLNESS AF MAT ONYX	$	2.48	$	125.96	No
1930	3X4 HAND WASHING MSG MAT	$	3.06	$	58.50	No
1931	3X5 HAND WASHING MSG MAT	$	3.06	$	58.50	No
1932	3X4 HAND SANITIZE MSG MAT	$	3.06	$	58.50	No
1933	3X5 HAND SANITIZE MSG MAT	$	3.06	$	58.50	No
1946	24" MOP FRAME	$	-	$	9.00	No
1947	36" MOP FRAME	$	-	$	9.90	No
1948	48" MOP FRAME	$	-	$	10.80	No
2161	SM SHOP TWL-WHT	$	0.11	$	0.81	No
2169	SM SHOP TWL - BLUE	$	0.09	$	0.59	No
2191	FENDER COVER	$	0.76	$	7.20	No
2273	SPIRIT II BOTTLE SERVICE	$	6.30			No
2278	SIGNET SK1 DETERGENT	$	0.90			No
2279	SK2 SINK SANITIZER	$	0.90			No
2280	Z1 HARD SURF SANITZR	$	2.70			No
2281	DG1 HD FOAM DEGRSR	$	1.35			No

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2478	4X6 SCRAPER MAT	$	2.36	$	112.50	No
2506	DS1 NEUTRAL DISNFCT	$	2.70			No
2570	24" DUST MOP	$	0.83	$	7.20	No
2590	36" DUST MOP	$	1.18	$	9.00	No
2604	48" DUST MOP	$	1.37	$	61.62	No
2610	60" DUST MOP	$	1.51	$	14.40	No
2650	WET MOP LARGE	$	1.18	$	10.80	No
2701	#2 TERRY TOWEL	$	0.12	$	1.80	No
2861	BIB APRON-RED	$	0.22	$	3.96	No
2864	BIB APRON-WHITE	$	0.22	$	3.96	No
2873	BIB APRON-BLACK	$	0.22	$	3.96	No
2921	STRIPE GLASS TOWEL	$	0.15	$	2.48	No
2964	STRIPE SWIPE TOWEL	$	0.15	$	2.48	No
3035	GRILL PAD	$	0.13	$	1.76	No
5073	SIG AIR CVR TBLUE	$	-	$	18.00	No
5076	SIG AIR CVR RCMO	$	-	$	36.00	No
5077	SIG AIRADV CVR TBLUE	$	-	$	18.00	No
5084	SIG AIRADV CVR RCMO	$	-	$	36.00	No
5085	SIG AUTODRIP TBLUE	$	-	$	18.00	No
5088	SIG AUTODRIP RCMO	$	-	$	36.00	No
5089	SIG A H DSP TBLUE	$	-	$	157.50	No
5095	SIG A H DSP RCMO	$	-	$	225.00	No
5106	SIG ASOAP CVR TBLUE	$	-	$	18.00	No
5109	SIG ASOAP CVR RCMO	$	-	$	36.00	No
5115	SIG CLNSEAT DSP TBLU	$	-	$	18.00	No
5118	SIG CLNSEAT DSP RCMO	$	-	$	36.00	No
5119	SIG JRT TIS DSP TBLU	$	-	$	22.50	No
5324	SIG JRT TIS DSP RCMO	$	-	$	54.00	No
5325	SIG M SOAP DSP TBLU	$	-	$	18.00	No
5328	SIG M SOAP DSP RCMO	$	-	$	36.00	No
5349	SIG DUALTP CVR TBLUE	$	-	$	18.00	No
5352	SIG DUAL TP CVR RCMO	$	-	$	36.00	No
5353	SIG TRSHCAN CVR TBLU	$	-	$	180.00	No
5356	SIG TRSHCAN CVR RCMO	$	-	$	180.00	No
5357	SIG PAPR TWL DSP TBLU	$	-	$	18.00	No
5360	SIG PAPR TWL DSP RCMO	$	-	$	54.00	No
5470	3X5 LOCAL PRIDE MAT	$	3.54	$	112.50	No
5471	4X6 LOCAL PRIDE MAT	$	4.01	$	162.00	No
5472	3X10 LOCAL PRIDE MAT	$	4.48	$	202.50	No
5473	4X6 PHOTO SCHOOL MAT	$	3.54	$	99.00	No
5476	4X6 PHOTO RLTREE MAT	$	3.54	$	99.00	No
5477	3X5 PHOTO SAFETY MAT	$	3.06	$	58.50	No
5479	3X5 PHOTO COFFEE MAT	$	3.06	$	58.50	No
5480	3X5 PHOTO WATER MAT	$	3.06	$	58.50	No
5481	3X5 PHOTO GROCERY MAT	$	3.06	$	58.50	No
5482	4X6 PHOTO ASE MAT	$	3.54	$	99.00	No
5483	3X5 PHOTO ASE MAT	$	3.06	$	58.50	No
5484	4X6 PHOTO ITALY MAT	$	3.54	$	99.00	No
5485	4X6 PHOTO CHINA MAT	$	3.54	$	99.00	No
5486	4X6 PHOTO MEXICO MAT	$	3.54	$	99.00	No
5487	3X5 PHOTO MAT	$	4.01	$	112.50	No
5488	4X6 PHOTO MAT	$	4.48	$	162.00	No
5489	3X10 PHOTO MAT	$	4.95	$	202.50	No
5490	3X5 PHOTO QUALTY MAT	$	3.06	$	58.50	No
5496	3X5 PHOTO RLTREE MAT	$	3.06	$	58.50	No
5536	SIG DISP DRIP TRAY	$	-	$	10.80	No
5537	20" MICROFBR MOP GRY	$	0.83	$	6.75	No
5550	SLIMJIM 23GAL HD ROL	$	4.28			No
5551	SLIMJIM 23GAL LD ROL	$	5.40			No
5552	BRUTE 32 GAL LD ROL	$	7.20			No
5553	BRUTE 44 GAL LD ROL	$	9.00			No
5554	BRUTE 55 GAL LD ROL	$	10.80			No
5555	CAN LINER DISPENSER WALL MOUNT	$	-	$	22.50	No
5556	CAN LINER DISPENSER MOBILE	$	-	$	22.50	No
5718	WIPER STAND	$	-	$	54.00	No
5784	GERMX AUT SOAP DSP	$	0.45	$	36.00	No
5805	SIG GERMX MAN CVR	$	-	$	27.00	No
5806	SIG GERMX AUT CVR	$	-	$	27.00	No
5807	GERMX MAN SOAP DSP	$	-	$	27.00	No
5813	SIG FREE&CLEAN SVC	$	1.65	$	22.50	No
6116	MM AIR FRESHENER SVC	$	2.24	$	22.50	No

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6519	AUTO FLUSH SERVICE	$	1.41	$	202.50	No
6680	DISP URINAL MAT SVC	$	1.80	$	7.20	No
6789	DISP COMMODE MAT SVC	$	1.80	$	7.20	No
6913	24OZ SYNTH WET MOP	$	1.18	$	13.50	No
6922	WOOD WET MOP HANDLE	$	-	$	9.00	No
6923	FIBGLS WET MOP HANDL	$	-	$	13.50	No
6924	WOOD DUST MOP HANDLE	$	-	$	9.00	No
6925	FBGLS DUST MOP HANDL	$	-	$	13.50	No
7000	20"MICROFIBER MOP BL	$	0.83	$	6.75	No
7002	20"MICROFB MOP FRAME	$	-	$	9.90	No
7003	36" Microfiber Mop Frame	$	-	$	9.90	No
7084	SAFEWASHER WASTE BIN	$	-	$	15.75	No
7151	RINGSPUN TWL BLU/ORG	$	0.13	$	1.98	No
7190	DISP RESTROOM MAT SVC	$	1.80	$	7.20	No
7244	18"MICROFBR DUST MOP	$	0.83	$	8.10	No
7245	MICROFIBR MOP HANDLE	$	-	$	13.50	No
7418	SAFEWASHER MOBILE SVC	$	19.86	$	1,260.00	No
7419	SAFEWASHER NONMOBILE	$	19.86	$	1,260.00	No
7540	GREY MICROFIBER WIPE	$	0.15	$	3.60	No
7574	TRIGGER SPRAY LABEL	$	-	$	1.80	No
7587	CINTAS DRAIN SERVICE	$	24.75	$	315.00	No
7670	TRIGGER SPRAYER	$	-	$	4.50	No
7699	C PULL TOWEL CASE	$	29.70	$	108.00	No
7702	JRT TOILET PAPER CAS	$	35.64	$	64.80	No
7716	QUAT TEST STRIPS	$	-	$	6.26	No
7965	CINTAS SPRAY BASE SERVICE	$	31.50			No
7966	ELECTROSTATIC SPRAY/ SQ FT	$	0.09			No
7969	SURFACE DISINFECTANT SPRAY/ SQ FT	$	0.09			No
7970	SURFACE SANITIZER SPRAY/ SQ FT	$	0.07			No
7991	4000 HD SCRB DISPNSR	$	-	$	18.00	No
7993	4000 HD SCRB SVC	$	6.13	$	22.50	No
8072	SIG SANT SVC	$	2.70	$	22.50	No
8118	MF HIGHDUST WAND	$	-	$	9.00	No
8119	MICROFIBER HIGHDUSTR	$	0.42	$	16.20	No
8523	CINTAS 2IN DRAIN CVR	$	-	$	9.90	No
8524	CINTAS 3IN DRAIN CVR	$	-	$	9.90	No
8526	CINTAS 4IN DRAIN CVR	$	-	$	9.90	No
9024	CPULL DSP WHITE	$	-	$	27.00	No
9025	C PULL TOWEL RFL	$	4.95	$	18.00	No
9110	JRT TOILET PAPER RFL	$	2.97	$	31.50	No
9157	SANIBIN SHORT SVC	$	3.05	$	27.00	No
9158	SANIBIN TALL SVC	$	3.82	$	40.50	No
9159	SANIWRAP SVC	$	0.64	$	27.00	No
9173	HRDWND BRN PAPER LRG	$	4.70			No
9207	SANIS BOWL CLIP SVC	$	1.35			No
9213	SANIS SCREEN SERVICE	$	0.71			No
9281	HRDWND WHT PAPER LRG	$	4.95			No
9289	JRT DBL TP DSP WHITE	$	-	$	31.50	No
9295	MM CLEAN BREEZE RFL	$	0.09			No
9305	AUTOHRDWND DSP WHT	$	0.45	$	117.00	No
9312	1000 MOISTURE SP SVC	$	1.18	$	22.50	No
9320	HAIR & BODY WASH SVC	$	1.18	$	22.50	No
9326	800 ABFOAM SOAP SVC	$	1.65	$	22.50	No
9328	NON ALC HND SANT SVC	$	3.15	$	22.50	No
9338	ALC FOAM HND SNT SVC	$	3.15	$	22.50	No
9362	CPULL DSP BLACK	$	-	$	27.00	No
9363	JRT DBL TP DSP BLACK	$	-	$	31.50	No
9364	JRT TP STUB DSP BLK	$	-	$	27.00	No
9365	AUTO HRDWND DSP BLK	$	0.45	$	117.00	No
9366	JRT TP STUB DSP WHT	$	-	$	27.00	No
9440	BOX ALL PURPSE WIPER	$	8.54			No
9480	ROLL HVY DUTY WIPER	$	34.19			No
9511	DRC C PULL TOWEL RFL	$	7.43			No
9541	1000 HD CHERRY SVC	$	1.65	$	22.50	No
9543	4000 HD CHERRY SVC	$	6.13	$	22.50	No
9559	SIG HND SANTZR STAND	$	0.90	$	225.00	No
9560	SIG AB SOAP SVC	$	1.77			No
9632	4.5 OZ NOMEX LABCOAT	$	0.61	$	67.50	No
9680	BOX HVY DUTY WIPER	$	9.44			No
9681	JRT RECYCLD 1000 RFL	$	2.97	$	31.50	No
9940	ROLL ALL PRPSE WIPER	$	26.99			No

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9981	SOAP DISPENSER - BLK	$	-	$	17.10	No
9982	AUTO SOAP DISP - WH	$	0.45	$	36.00	No
9983	AUTO SOAP DISP - BLK	$	0.45	$	36.00	No
10147	BOMBER JACKET/FR/REFL	$	1.45	$	206.10	No
10184	3X5 ACTIVE SCRAPER	$	2.24	$	90.00	No
10186	4X6 ACTIVE SCRAPER	$	2.83	$	135.00	No
10188	3X5 XTRAC MAT COPPER	$	3.54	$	81.00	No
10189	3X5 XTRAC MAT ONYX	$	3.54	$	81.00	No
10191	4X6 XTRAC MAT COPPER	$	4.01	$	117.00	No
10192	4X6 XTRAC MAT ONYX	$	4.01	$	117.00	No
10197	4X6 TRAFFIC MAT	$	4.48	$	99.00	No
10198	3X10 TRAFFIC MAT	$	5.19	$	135.00	No
10199	4X8 TRAFFIC MAT GRAN	$	5.66	$	162.00	No
10201	3X10 XTRAC MAT COPPR	$	4.71	$	153.00	No
10202	3X10 XTRAC MAT ONYX	$	4.71	$	153.00	No
10217	FR LABCOAT CHEM PROT	$	1.14	$	148.06	No
10223	3X5 XTRAC MAT INGO	$	3.54	$	81.00	No
10224	4X6 XTRAC MAT INGO	$	4.01	$	117.00	No
10225	3X10 XTRAC MAT INGO	$	4.71	$	153.00	No
20005	SIG AUTOPAPR RED ALU	$	0.45	$	157.50	No
20006	SIG AUTOPAPR WHT ALU	$	0.45	$	157.50	No
20007	SIG AUTOPAPR GRY ALU	$	0.45	$	157.50	No
20008	SIG AUTOPAPR BLK ALU	$	0.45	$	157.50	No
20009	SIG AUTOPAPR BLU ALU	$	0.45	$	157.50	No
20010	SIG AUTOPAPR SND ALU	$	0.45	$	157.50	No
20011	SIG AUTOPAPR LME ALU	$	0.45	$	157.50	No
20012	SIG AUTOPAPR ORG ALU	$	0.45	$	157.50	No
20023	SIG HRDWND WHT LRG	$	5.45			No
22935	CORE WOVEN SHIRT	$	0.25	$	25.20	No
23270	CARGO PANT	$	0.41	$	36.00	No
23273	WORKSHIRT	$	0.31	$	31.50	No
23390	WOMENS PANT STRETCH	$	0.36	$	31.50	No
23945	STRETCH CANVAS PANT	$	0.36	$	31.50	No
23945	STRETCH CANVAS PANT	$	-	$	31.50	No
27000	SIG ZFOLD DSP ALU	$	-	$	22.50	No
27001	SIG ZFOLD DSP DRK	$	-	$	22.50	No
27002	SIG ZFOLD CVR RED	$	-	$	18.00	No
27003	SIG ZFOLD CVR WHITE	$	-	$	18.00	No
27004	SIG ZFOLD CVR STGRY	$	-	$	18.00	No
27005	SIG ZFOLD CVR BLACK	$	-	$	18.00	No
27006	SIG ZFOLD CVR BLUE	$	-	$	18.00	No
27007	SIG ZFOLD CVR SND	$	-	$	18.00	No
27008	SIG ZFOLD CVR LIME	$	-	$	18.00	No
27009	SIG ZFOLD CVR ORANGE	$	-	$	18.00	No
27010	SIG ZFOLD DSP STEEL	$	0.45	$	103.50	No
27012	SIG ZFOLD RFL PAPER/CS	$	17.33			No
27013	SIG AIR DSP ALU	$	-	$	18.00	No
27014	SIG AIR DSP DRK	$	-	$	18.00	No
27015	SIG AIR CVR RED	$	-	$	18.00	No
27016	SIG AIR CVR WHITE	$	-	$	18.00	No
27017	SIG AIR CVR STGRY	$	-	$	18.00	No
27018	SIG AIR CVR BLACK	$	-	$	18.00	No
27019	SIG AIR CVR BLUE	$	-	$	18.00	No
27020	SIG AIR CVR SND	$	-	$	18.00	No
27023	SIG AIR CVR LIME	$	-	$	18.00	No
27024	SIG AIR CVR ORANGE	$	-	$	18.00	No
27025	SIG AIR DSP STEEL	$	0.45	$	54.00	No
27026	SIG AIR SVC	$	2.36			No
27030	SIG AIRADV DSP ALU	$	0.45	$	36.00	No
27031	SIG AIRADV DSP DRK	$	0.45	$	36.00	No
27031	SIG AIRADV DSP DRK	$	-	$	36.00	No
27032	SIG AIRADV CVR RED	$	-	$	18.00	No
27033	SIG AIRADV CVR WHITE	$	-	$	18.00	No
27034	SIG ARADV CVR STGRY	$	-	$	18.00	No
27035	SIG ARADV CVR BLACK	$	-	$	18.00	No
27036	SIG ARADV CVR BLUE	$	-	$	18.00	No
27037	SIG ARADV CVR SND	$	-	$	18.00	No
27038	SIG ARADV CVR LIME	$	-	$	18.00	No
27039	SIG ARADV CVR ORANG	$	-	$	18.00	No
27040	SIG AIRADV DSP STEEL	$	0.90	$	72.00	No
27045	SIG AUTOSOAP DSP ALU	$	0.45	$	76.50	No

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27046	SIG AUTOSOAP DSP DRK	$	0.45	$	76.50	No
27046	SIG AUTOSOAP DSP DRK	$	-	$	76.50	No
27047	SIG AUTOSOAP CVR RED	$	-	$	18.00	No
27048	SIG AUTOSOAP CVR WHT	$	-	$	18.00	No
27049	SIG AUTOSOAP CVR GRY	$	-	$	18.00	No
27050	SIG AUTOSOAP CVR BLK	$	-	$	18.00	No
27051	SIG AUTOSOAP CVR BLU	$	-	$	18.00	No
27052	SIG AUTOSOAP CVR SND	$	-	$	18.00	No
27053	SIG AUTOSOAP CVR LME	$	-	$	18.00	No
27054	SIG AUTOSOAP CVR ORG	$	-	$	18.00	No
27055	SIG AUTOSOAP DSP STL	$	0.90	$	117.00	No
27058	SIG SOAP DSP ALU	$	-	$	27.00	No
27059	SIG SOAP DSP DRK	$	-	$	27.00	No
27060	SIG SOAP CVR RED	$	-	$	18.00	No
27061	SIG SOAP CVR WHITE	$	-	$	18.00	No
27062	SIG SOAP CVR STGRY	$	-	$	18.00	No
27063	SIG SOAP CVR BLACK	$	-	$	18.00	No
27064	SIG SOAP CVR BLUE	$	-	$	18.00	No
27065	SIG SOAP CVR SND	$	-	$	18.00	No
27066	SIG SOAP CVR LIME	$	-	$	18.00	No
27067	SIG SOAP CVR ORANGE	$	-	$	18.00	No
27068	SIG SOAP DSP STEEL	$	0.45	$	76.50	No
27069	SIG SOAP SVC	$	1.41			No
27071	SIG DUALTP DSP ALU	$	-	$	31.50	No
27072	SIG DUALTP DSP DRK	$	-	$	31.50	No
27073	SIG DUALTP CVR RED	$	-	$	18.00	No
27074	SIG DUALTP CVR WHITE	$	-	$	18.00	No
27075	SIG DUALTP CVR STGRY	$	-	$	18.00	No
27076	SIG DUALTP CVR BLACK	$	-	$	18.00	No
27077	SIG DUALTP CVR BLUE	$	-	$	18.00	No
27078	SIG DUALTP CVR SND	$	-	$	18.00	No
27079	SIG DUALTP CVR LIME	$	-	$	18.00	No
27080	SIG DUALTP CVR ORANG	$	-	$	18.00	No
27081	SIG DUALTP DSP STEEL	$	0.45	$	67.50	No
27083	SIG DUALTP RFL PAPER	$	9.42			No
27084	SIG CLNSEAT DSP ALU	$	-	$	27.00	No
27085	SIG CLNSEAT DSP DRK	$	-	$	27.00	No
27086	SIG CLNSEAT CVR RED	$	-	$	18.00	No
27087	SIG CLNSEAT CVR WHT	$	-	$	18.00	No
27088	SIG CLNSEAT CVR GRY	$	-	$	18.00	No
27089	SIG CLNSEAT CVR BLK	$	-	$	18.00	No
27090	SIG CLNSEAT CVR BLU	$	-	$	18.00	No
27091	SIG CLNSEAT CVR SND	$	-	$	18.00	No
27092	SIG CLNSEAT CVR LME	$	-	$	18.00	No
27093	SIG CLNSEAT CVR ORG	$	-	$	18.00	No
27094	SIG CLNSEAT DSP STL	$	0.45	$	67.50	No
27095	SIG CLNSEAT SVC	$	2.12			No
27097	SIG TRASHCAN DSP ALU	$	1.35	$	180.00	No
27098	SIG TRASHCAN DSP DRK	$	1.35	$	180.00	No
27099	SIG TRASHCAN CVR RED	$	-	$	67.50	No
27100	SIG TRASHCAN CVR WHT	$	-	$	67.50	No
27101	SIG TRASHCAN CVR GRY	$	-	$	67.50	No
27102	SIG TRASHCAN CVR BLK	$	-	$	67.50	No
27103	SIG TRASHCAN CVR BLU	$	-	$	67.50	No
27104	SIG TRASHCAN CVR SND	$	-	$	67.50	No
27105	SIG TRASHCAN CVR LME	$	-	$	67.50	No
27106	SIG TRASHCAN CVR ORG	$	-	$	67.50	No
27107	SIG TRASHCAN DSP STL	$	2.25	$	315.00	No
27110	SIG AUTODRIP DSP ALU	$	-	$	31.50	No
27111	SIG AUTODRIP DSP DRK	$	-	$	31.50	No
27112	SIG AUTODRIP CVR RED	$	-	$	18.00	No
27113	SIG AUTODRIP CVR WHT	$	-	$	18.00	No
27114	SIG AUTODRIP CVR GRY	$	-	$	18.00	No
27115	SIG AUTODRIP CVR BLK	$	-	$	18.00	No
27116	SIG AUTODRIP CVR BLU	$	-	$	18.00	No
27117	SIG AUTODRIP CVR SND	$	-	$	18.00	No
27118	SIG AUTODRIP CVR LME	$	-	$	18.00	No
27119	SIG AUTODRIP CVR ORG	$	-	$	18.00	No
27120	SIG AUTODRIP DSP STL	$	0.45	$	67.50	No
27121	SIG AUTODRIP SVC	$	2.36	$	31.50	No
27132	SIG JMBO TIS DISP LT ALUM	$	-	$	40.50	No

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27133	SIG JMBO TIS DISP DK GREY	$	-	$	40.50	No
27134	SIG JMBO TIS DISP CVR RED	$	-	$	22.50	No
27135	SIG JMBO TIS DISP CVR WHT	$	-	$	22.50	No
27136	SIG JMBO TIS DISP CVR GRY	$	-	$	22.50	No
27137	SIG JMBO TIS DISP CVR BLK	$	-	$	22.50	No
27138	SIG JMBO TIS DISP CVR IND	$	-	$	22.50	No
27139	SIG JMBO TIS DISP CVR SND	$	-	$	22.50	No
27140	SIG JMBO TIS DISP CVR GRN	$	-	$	22.50	No
27141	SIG JMBO TIS DISP CVR ORG	$	-	$	22.50	No
27153	SIGTRSHCN RFLBAG ROL	$	3.15			No
27180	SIG HNDSNTZR DSKSTND	$	0.90	$	63.00	No
42483	WOMEN'S LAB COAT	$	0.48	$	27.00	No
42484	WOMEN'S LAB COAT	$	0.43	$	22.50	No
42485	MENS LABCOAT	$	0.48	$	27.00	No
42486	LAB COAT	$	0.43	$	22.50	No
44345	WASHABLE FACEMASK/ELASTIC	$	0.07	$	0.89	No
44936	BASE BIN	$	0.90	$	67.50	No
45471	DISINFECTANT WIPES/400CT TUB	$	21.60	$	25.20	No
45678	B&V SINGL SOAP COUNTR DISP	$	-	$	18.00	No
45679	B&V DBL SOAP COUNTER DISP	$	-	$	18.00	No
45681	B&V SINGLE SOAP WALL DISP	$	-	$	45.00	No
45682	B&V DBL SOAP WALL DISP	$	-	$	72.00	No
45683	B&V HAND SANITZR WALL DISP	$	-	$	40.50	No
45684	B&V HAND TOWEL COUNTR DISP	$	-	$	72.00	No
45685	B&V HAND TOWEL WALL DISP	$	-	$	90.00	No
45686	B&V FACIAL TISSUE DISP	$	-	$	22.50	No
45687	B&V TOILET TISSUE DISP	$	-	$	36.00	No
45688	B&V TP FLOOR STAND DISP	$	0.45	$	63.00	No
45689	B&V TP CADDY DISP	$	0.45	$	36.00	No
45690	B&V AIR CARE COUNTER DISP SVC	$	4.37	$	27.00	No
45691	B&V AIR CARE WALL DISP SVC	$	4.37	$	45.00	No
45692	B&V TRASH CAN	$	1.35	$	72.00	No
45693	B&V HAND SOAP BOTTLE RFL	$	5.40			No
45694	B&V HAND LOTION BOTTLE RFL	$	5.40			No
45695	B&V Z-FOLD CASE RFL	$	58.50			No
45696	B&V FACIAL TISSUE BOX RFL	$	0.72			No
45697	B&V TOILET TISSUE CASE RFL	$	22.50			No
45699	B&V HAND SANITIZER BOTTLE RFL	$	7.20			No
45754	ISOLATION GOWN LEVEL 2	$	0.29	$	14.39	No
45759	SNTZNG WIPE 1RL	$	38.25	$	50.40	No
45760	EMPTY WIPE BUCKET	$	-	$	10.80	No
46802	DISINFECTING WIPE SERVICE	$	9.56			No
46803	SANITIZING WIPE SERVICE	$	9.56			No
59330	SHIRT W/REFLECT TRIM	$	0.52	$	34.20	No
59340	PANT/CHAR CTN-DURPRS	$	0.50	$	30.15	No
59387	FRCVRLCRHRTT	$	1.04	$	156.71	No
59912	CVRLL/CHAR GRY/TWLL/	$	0.87	$	61.65	No
59935	UF SHIRT REFL TRIM	$	0.42	$	30.60	No
59945	EVIS COMFORT PANT	$	0.42	$	26.55	No
59970	PRM LND JKT	$	0.75	$	46.80	No
60081	CARHARTT FR T-SHIRT	$	0.57	$	53.10	No
60196	COTTON ARC GLOVE BAG	$	0.25	$	16.38	No
60659	FR FOOD PROC SHIRT	$	0.51	$	68.24	No
60694	FR CTN/BLEND WORK SH	$	0.36	$	35.33	No
60975	SCRUB TOP	$	0.24	$	14.85	No
60976	SCRUB PANT	$	0.34	$	14.85	No
61356	FR JACKET #JLJ8NV	$	1.04	$	104.85	No
62295	DISINFECTANT WIPES 800 COUNT	$	38.25	$	50.40	No
62299	WET WIPE DISP W/CAN	$	0.90	$	135.00	No
63680	CARHARTT FR E-VIS SH	$	0.51	$	67.50	No
63685	PANT/FR/EVIS/CRHT/M/	$	0.50	$	67.50	No
63686	CVRL/FR/CARHARTT/EVI	$	0.94	$	112.50	No
64250	APRON/CHLKSTRP/U/BLKWT/ONESIZE	$	0.19	$	12.60	No
64251	COOKSHIRT/CW/VENTED/	$	0.28	$	20.70	No
64356	FR JK LINER	$	0.98	$	108.00	No
64449	CHEF COAT/CW/VENTED/	$	0.36	$	31.50	No
65175	CHEF COAT/PLSTCBTN/W	$	0.15	$	22.50	No
65176	CHEF COAT/KNOTBUTTON	$	0.18	$	24.30	No
65177	CHEFPANT/U/BLACK/CW	$	0.20	$	26.24	No
65386	WK-SHRT/HI-VIS/ANSI2	$	0.73	$	50.40	No
65418	WK-SHRT/HI-VIS/ANSI3	$	0.80	$	53.10	No

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66273	WOM HI IMAGE WORK SH	$	0.27	$	21.60	No
66528	WOMENS OXFORD	$	0.33	$	19.35	No
69526	TSHIRT/HIGH VIS/LIME	$	0.52	$	36.45	No
69690	T SHRT/PKT/HI VIS LI	$	0.23	$	13.95	No
69692	TSHRT/PKT/HI VIS REF	$	0.58	$	34.79	No
70644	FR CTN/BLEND WORK PT	$	0.33	$	110.01	No
71014	FR LANYARD JACKET 8.5OZ	$	1.50	$	215.10	No
71125	CHEF PANTS	$	0.17	$	28.51	No
73478	FRDUNGRE CRHRT INHRT	$	0.39	$	72.00	No
74008	FR FULLSWING DUK JKT	$	1.11	$	161.10	No
74057	NORTHFACE SOFT SHELL	$	0.98	$	81.00	No
74058	NORTHFACE SOFT SHELL	$	0.98	$	81.00	No
74059	NORTHFACE SOFT SHELL	$	0.88	$	72.00	No
74346	FR COTTON WMNS CARHARTT SHIRT	$	0.42	$	62.10	No
74348	WMN FR CANVAS PANT	$	0.52	$	71.10	No
74634	FR FULL SWING JACKET	$	1.45	$	206.10	No
75293	POLY PERFORMANCE TEE	$	0.24	$	16.20	No
75491	ARCGUARD FR KNIT GLOVES	$	0.37	$	24.69	No
77729	F CRHRT RUGFLX FR JN	$	0.48	$	62.10	No
78149	FR SWSHRT ZIP CARHARTT	$	0.90	$	108.00	No
78150	FR OVRL DUCK BIB CAR	$	1.51	$	215.10	No
79573	M QUICK DUCK FR HOOD	$	0.27	$	35.10	No
79732	RUGGED FLEX COVERALL	$	0.75	$	107.10	No
80501	WRK JCKT HV YELL REF	$	1.22	$	80.10	No
82302	FR CTN/BLEND CVRL	$	0.69	$	76.50	No
82496	BUTCHER COAT W PKT	$	0.30	$	22.95	No
82497	BUTCHER COAT	$	0.30	$	22.50	No
82517	CUFF BUTCHER COAT	$	0.30	$	20.70	No
82670	CHEF COAT	$	0.16	$	23.19	No
84001	3X10 LOGO MAT	$	4.48	$	202.50	No
84201	3X4 LOGO MAT	$	3.54	$	112.50	No
84401	4X6 LOGO MAT	$	4.01	$	162.00	No
84501	4X8 LOGO MAT	$	5.66	$	216.00	No
86932	11IN CLASS 00 INSUL GLOVE	$	0.92	$	59.67	No
86933	11IN CLASS 0 INSUL GLOVE	$	0.99	$	63.77	No
86935	14IN CLASS 2 INSUL GLOVE	$	1.94	$	121.68	No
86938	FR GLV PROTECT 10IN	$	0.33	$	20.75	No
86939	GLOV PROTECT12"305MM	$	0.42	$	24.40	No

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SUPPLEMENTAL LOCAL ADDENDUM TO PIGGYBACK OF CINTAS CORPORATION NO. 2 CONTRACT #222886 WITH THE CITY OF ROSEVILLE ("Local Addendum")

APPENDIX A

Inserted: Price sheet (Roseville), Price sheet Omnia Contract (Tucson)

Uniform Advantage Program:

- Customers want a flat invoice – 52 weeks straight
- UA is a great alternative to paying unplanned charges for damaged or destroyed garments.
- UA covers all damaged/destroyed garments, regardless of garment age or wear.
- UA does not cover lost or unreturned garments.
- Cintas or the customer can discontinue the program at any time

Garment Prep & Emblem Advantage:

- An alternative to paying unplanned charges for garment prep fees on initial install and after. After install, the program will cover charges for any size changes, employee adds, and garment upgrades/replacements.
- Offers NO upfront costs and NO additional one time charges to the customer.
- Garment Prep & Emblem Advantage will be separate line items on invoice.
- Cintas or the customer can discontinue the program at any time

Item	Description	Price	LOCAL RATES
15	Service Charge	$0.000	
106	Service Charge	$0.000	
125	Make Up Charge Per Garment	Local Pricing	LOCAL RATE: $1.75
	Minimum Stop Charge	$35.000	
7329	Non-Standard Special Cut - Non-FRC	$0.160	(Size Premium Charge)
2	Uniform Advantage	Local Pricing	$.07
13	Premium Uniform Advantage	Local Pricing	$.07
14	Emblem Advantage	Local Pricing	$.05
7074	Prep (Makeup) Advantage	Local Pricing	$.05
	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size, color change, or from short sleeve to long sleeve garment permitted one-time per year per City employee.	$ 1.25	

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Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

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WESTEX® by Milliken

October 25, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd
Mason OH 45040

Dear Mr. Skie,

Westex by Milliken guarantees the flame resistance of Westex ShieldCXP ™ fabrics for the life of the garment when proper care and maintenance procedures are followed. The Westex ShieldCXP™ Care and Maintenance Guide is included for your review.

Sincerely,

Chris Romansky
Product Portfolio Manager
Westex by Milliken
864.556.2921

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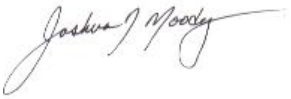
WESTEX
A MILLIKEN BRAND

December 9, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd
Mason, OH 45040

Westex guarantees the flame resistance of UltraSoft®, Indura®, UltraSoft AC® and Westex® DH fabrics for the life of the garment when proper care and maintenance procedures are followed. Westex' Care, Use and Maintenance Guides are included for your review. Furthermore, any guarantee made to Cintas can be passed through to their customers.

Best regards,



Josh Moody
Director, Product Management

920 Milliken Road
Spartanburg, SC 29306
800.334.4842

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GRTF
GLEN RAVEN TECHNICAL FABRICS

February 4, 2021

Mr. Jay Skie, Director of Protective Apparel
CINTAS CORPOARATION
6800 Cintas Blvd.
Mason, OH 45040

Dear Jay:

Glen Raven Technical Fabrics, LLC (GRTF) guarantees the flame resistance of our GlenGuard® FR fabrics for the life of the garment so long as the "Care and Cleaning" recommendations provided by GRTF are followed properly. In addition, this guarantee made to Cintas can be passed along to your customers, again providing that the GlenGuard garment(s) have been cared for and cleaned properly. I have included our updated GlenGuard "Care and Cleaning" recommendations for your use.

Regards,

Richard E. Lippert
VP, Technical Sales

Cc: Harold Hill, Patti Bates
Encl: GG Care & Cleaning Recommendations

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TENCATE protectivefabrics | made for life

October 26, 2021

Jay Skie

Director of Protective Apparel

Cintas Corporation

6800 Cintas Blvd, Mason, OH 45040

Dear Mr. Skie,

TenCate Protective Fabrics, the world's leading provider of inherently flame-retardant products, guarantees that our TecaSafe® One, TecaSafe® Plus Stretch, TechT5™, and Omniweave™ Nomex® IIIA fabrics are inherently flame resistant as sold. Our products are third-party certified by UL, LLC to be compliant with NFPA 2112:2018, which requires testing according to ASTM D6413:2015 before and after 100 industrial launderings. Please see additional certifications below:

Style	NFPA 2112	CGSB 155.20	NFPA 70E
Omniweave™ 450	Yes	Yes	HRC 1
Omniweave™ 600	Yes	Yes	HRC 1
Omniweave™ 750	Yes	Yes	HRC 1
TecaSafe® One	Yes	Yes	HRC 2
TecaSafe® Plus Stretch	Yes	Yes	HRC 2
TechT4™	No	No	HRC 1
TechT5™	Yes	Yes	HRC 1

Best regards,

Chris Morrison

Chris Morrison

Senior Manager of Technical Services and Quality Assurance

6501 Mall Boulevard
P. O. Box 289
Union City, GA 30291

TEL: (770) 969 – 1000
FAX: (770) 969 – 6846
www.tencatefabrics.com

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200 Powder Mill Road
Wilmington, DE 19803

October 26, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd | Mason, Ohio 45040

Re: Shelf Life of NOMEX® Fiber

Dear Customer:

DuPont does not specify a shelf life for NOMEX® meta-aramid fiber. NOMEX® fiber, when properly stored, maintains its inherent flame resistance and other chemical and mechanical properties. Proper storage includes protecting the fiber from exposure to ultraviolet light (sunlight) and storing the fiber in a clean, dry environment in the original shipping package. The finishing agents may face the effects of soak-in and/or evaporation after long periods of storage. This influence will be minimized if the fibers are kept within their original compressed packages and stored according to the proper conditions.

DuPont can only make statements directed towards the stability of the chemical and mechanical properties of NOMEX® brand fiber supplied by DuPont and not toward the service life of components and finished products that DuPont does not manufacture. The service life of any finished product, including the component NOMEX® brand fiber, may depend on many factors such as the service life of the other component materials, product design, product manufacturing process, and care and maintenance of the finished product.

Sincerely,

Deborah J. Saunders

Deborah J. Saunders
DuPont™ Nomex® Global Product Steward
Phone: 302-287-0463
Email: **deborah.j.saunders@dupont.com**

This statement is based on our current level of knowledge and covers commercial products as supplied by DuPont at the date of issue. Since conditions of use are outside the Company's control, *DuPont makes no warranties, express or implied, and assumes no liability in connection with any use of this information*.
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200 Powder Mill Road
Wilmington, DE 19803

October 26, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd | Mason, Ohio 45040

Re: Shelf Life of NOMEX® Fiber

Dear Customer:

DuPont does not specify a shelf life for NOMEX® meta-aramid fiber. NOMEX® fiber, when properly stored, maintains its inherent flame resistance and other chemical and mechanical properties. Proper storage includes protecting the fiber from exposure to ultraviolet light (sunlight) and storing the fiber in a clean, dry environment in the original shipping package. The finishing agents may face the effects of soak-in and/or evaporation after long periods of storage. This influence will be minimized if the fibers are kept within their original compressed packages and stored according to the proper conditions.

DuPont can only make statements directed towards the stability of the chemical and mechanical properties of NOMEX® brand fiber supplied by DuPont and not toward the service life of components and finished products that DuPont does not manufacture. The service life of any finished product, including the component NOMEX® brand fiber, may depend on many factors such as the service life of the other component materials, product design, product manufacturing process, and care and maintenance of the finished product.

Sincerely,

Deborah J. Saunders

Deborah J. Saunders
DuPont™ Nomex® Global Product Steward
Phone: 302-287-0463
Email: **deborah.j.saunders@dupont.com**

This statement is based on our current level of knowledge and covers commercial products as supplied by DuPont at the date of issue. Since conditions of use are outside the Company's control, *DuPont makes no warranties, express or implied, and assumes no liability in connection with any use of this information*.
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MOUNT VERNON™

PASSION FOR PERFECTION

1 Plaza Circle – Trion, GA 30753 – Phone (706) 734-4920- Email- Michaelw@Mvmills.com

October 22, 2021

Mr. Jay Skie
Director of Protective Apparel
Cintas Corp.
6800 Cintas Blvd.
Mason, OH 45040

Dear Jay:

Mount Vernon Mills produces a line of Flame Resistant Fabrics that meet the requirements of industry standards such as, ASTM 1506, NFPA 70E, NFPA 2112, EN ISO 11611, and EN ISO 11612. We guarantee the flame resistance of Mount Vernon FR™ flame resistant fabrics for the useful life of the garment provided that the following care instructions are followed.

- Machine washing 160º F max.
- Use of normal commercial detergents, as determined by industry standard.
- **No** chlorine or peroxide bleach.
- Use of soft water.
- **No** use of fabric softeners or starch.

We represent and warrant that our guarantee is not subject to any restrictions, limitations, disclaimers, or any other constraints.

Furthermore, any guarantee made to Cintas can be passed through to its customers.

Regards,

Mike Woods
Vice President
FR Fabric Sales
Mount Vernon Mills, Inc.

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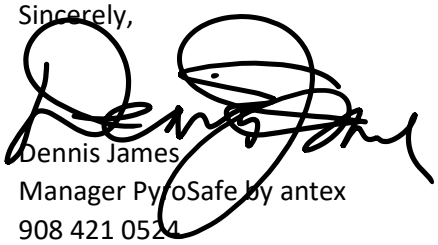
November 17, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd
Mason, Ohio 45040

Dear Jay Skie

PyroSafe by antex guarantees the flame resistance of all PyroSafe by antex fabrics for the life of the garment when proper care and maintenance procedures are followed. Furthermore, any guarantee made to Cintas can be passed through to their customers.

Sincerely,



Dennis James
Manager PyroSafe by antex
908 421 0524

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City of Roseville Contract Purchase Agreement **APPENDIX B**

Appendix B includes: Cintas Contract# 222886 “Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services.” (Note: Portions are omitted from the attached for convenience purposes only, and the full document and all of its parts are incorporated herein by this reference.)

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Contract #222886
Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services

Cintas Corporation No.2

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1. Letter of Concurrence
2. Cintas Corporation No.2's Response to Best andFinal Offer
3. City's Request for Best and Final Offer
4. Cintas Corporation No.2's Response to RFP#222886
5. RFP#222886

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1. Letter of Concurrence

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Ladd Lyons
Contract Officer
(520) 837-4113
Ladd.Lyons@tucsonaz.gov

June 7, 2022

Brett Herzog
Major Account Manager-Government
Cintas Corporation
23345 N 23rd Ave, Suite 170
Phoenix, AZ 85027
HerzogB2@cintas.com

Subject: Request for Proposal No. 222886 Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services – Letter of Concurrence

Dear Mr. Herzog:

Based upon the previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's agreement of terms with the City of Tucson regarding the subject solicitation. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in the document, Cintas Corporation must specify such in a written response to this request.

1. Section E. Vendor Response E. 1. b. shall be replaced as stated:

> The successful offeror will be required to sign Attachment C, Exhibit B, OMNIA Partners Administration Agreement: provided, however, that if the OMNIA Partners Administration Agreement is revised or modified or amended as between OMNIA and the successful offeror, in writing whether by addendum or otherwise in writing, then the OMNIA Partners Administration Agreement as so revised or modified or amended as between OMNIA and the successful offeror shall be the OMNIA Partners Administration Agreement for all purposes regarding the Contract and otherwise. That Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter.

2. Section F Special Terms and Conditions F.5. Living Wage Requirements, shall be removed in its entirety.

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Ladd Lyons
Contract Officer
(520) 837-4113
Ladd.Lyons@tucsonaz.gov

3. Section F Special Terms and Conditions F.6. PRICE ADJUSTMENT, Shall be replaced as stated:

The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. The City will determine whether the requested price adjustment, or an alternate option, is in the best interest of the City. Any price adjustment will be subject to the City's approval and will only be effective on or after the anniversary date of the initial effective date of the Contract . Any price adjustment having been made will be a factor in the extension review process. If the City does not approve a price adjustment requested by Contractor, however, Contractor may terminate the Contract on thirty (30) days' notice.

4. Section G. INSURANCE REQUIREMENTS Paragraph G. 1. will be replaced as stated:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. Cintas shall maintain Commercial General Liability and Commercial Automobile Liability during the term of this Agreement that shall apply to the Services The Contractor agrees that the insurance hereunder will be primary, and that any insurance carried by the City will be excess and not contributing, but only with respect to Cintas' indemnity obligations and shall provide and maintain minimum insurance limits as set out below in G.2.

5. Section G. INSURANCE REQUIREMENTS Paragraph G. 5. Claims Made Insurance Coverages, shall be removed in its entirety.

6. Section G. INSURANCE REQUIREMENTS Paragraph G.6. Additional Insurance Requirements, will be replaced as stated:

A. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory, but only with respect to Cintas' indemnity obligations.

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Ladd Lyons
Contract Officer
(520) 837-4113
Ladd.Lyons@tucsonaz.gov

7. Section G. INSURANCE REQUIREMENTS Paragraph G. 9. Verification of Coverage, will be replaced as stated:

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and one (1) year after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.
All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

8. Section H. Standard Terms and Conditions Paragraph H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH, shall be replaced as stated:

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, and Contractor's failure to cure such nonconformance or default within thirty (30) days of written notice, may constitute breach of the Contract. Failure to cure any Noncompliance within this thirty (30) day period of time from written notice may be deemed a cause for possible Contract termination.

9. Section H. Standard Terms and Conditions Paragraph H.17. FORCE MAJEURE, shall be replaced as stated:

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term

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Ladd Lyons
Contract Officer
(520) 837-4113
Ladd.Lyons@tucsonaz.gov

"Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including pandemics, epidemics, quarantines, government regulations, orders or shutdowns, boarder closures, trade embargos and labor shortages. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be emailed, hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

10. Section H. Standard Terms and Conditions Paragraph H.20. INDEMNIFICATION, shall be replaced as stated:

H.20.1. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from and only to the extent caused by Contractors negligence or willful misconduct.

H.20.2. Flame Resistant Garments. City of Tucson agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CITY OF TUCSON ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC

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Ladd Lyons
Contract Officer
(520) 837-4113
Ladd.Lyons@tucsonaz.gov

CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CITY OF TUCSON'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. City of Tucson agrees to notify all employees and other agents of City of Tucson who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. City of Tucson acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of City of Tucson. Further, City of Tucson releases Contractor from any and all liability that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. City of Tucson hereby agrees to defend, indemnify and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from City of Tucson's or its employees' use of the FRC.

H.20.3. High Visibility Garments. City of Tucson bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. City of Tucson acknowledges and understands that the Garments alone do not ensure visibility of the wearer. City of Tucson further acknowledges that Contractor is relying upon City of Tucson to determine whether any Garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. City of Tucson acknowledges that Contractor has made no other representations, covenants or warranties, whether express or implied, related to the Garments. Further, City of Tucson hereby releases Contractor from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend, indemnify, and hold the Contractor harmless from any claims that result or might result from any such failure.

H.20.4. Transfer of Manufacturer Warranties. Cintas will pass through to City all manufacturer warranties for the materials covered hereunder to the extent Cintas has the right to do so. Cintas does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. Cintas hereby agrees that it will either correct or replace any defective materials covered hereunder at no cost to City.

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Ladd Lyons
Contract Officer
(520) 837-4113
Ladd.Lyons@tucsonaz.gov

H.20.5. Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

11. Section H. Standard Terms and Conditions Paragraph H.32. PROVISIONS REQUIRED BY LAW, shall be removed in its entirety.

12. Section H. Standard Terms and Conditions Paragraph H.33. RECORDS, shall be replaced as stated:

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of one year after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

13. Section H. Standard Terms and Conditions Paragraph H.35. RIGHT TO AUDIT, shall be replaced as stated:

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. Such audit will be at the sole and total cost of the City except as specifically provided otherwise. The audit shall be limited to the term of this Contract. The City shall

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Contract Officer
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have the right to examine and to make copies of or extracts from all financial aid related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records. payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, but only for a period of one year after completion or termination, and at City's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit finds a 5% discrepancy or more, the Contractor is liable to the City for the payment of that discrepancy and shall promptly pay. Payment shall be made within 90 days from presentation of City's findings to Contractor. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

13. Section H. Standard Terms and Conditions Paragraph H.41. TERMINATION OF CONTRACT, shall be replaced as stated:

This Contract may be terminated at any time by mutual written consent, or by the City, with cause, upon giving thirty (30) days written notice. In the event of any non-appropriation of funds, the City may terminate this Contract upon giving thirty (30) days written notice. Other than for non-appropriation of funds mentioned above, the City, at its convenience ("termination for convenience"), may terminate this Contract, in whole or in part upon giving thirty (30) days written notice, in accordance with H.42.1 below. If this Contract is terminated for cause or for non-appropriation of funds, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

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The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract and if Contractor fails to cure any of the defaults herein within a reasonable time of written notice. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

- In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

H.41.1 Effects of Termination for Convenience

If this Contract is cancelled for convenience (which does not include termination for non-appropriation of funds) in the first twelve (12) months of the term, City shall pay as termination charges equal to fifty (50) weeks of rental service.

If this Contract is terminated for convenience in months thirteen (13) through eighteen (18) of the term, City shall pay as termination charges equal to thirty-six (36) weeks of rental service.

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If this Contract is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, City shall pay as termination charges equal to 23 weeks of rental service.

If this Contract is cancelled for convenience after twenty-four (24) months of service, City shall pay as termination charges of ten (10) weeks of rental service.

City shall also be responsible to return all of the Merchandise allocated to such City locations terminating this Contract at the then current Loss/Damage Replacement Values and for any unpaid charges on City's account prior to termination.

14. Section H. Standard Terms and Conditions Paragraph H.4. APPLICABLE LAW, shall be replaced as stated:

Any dispute arising out of or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive arbitral jurisdiction and place of arbitration for resolution of any such dispute shall be Pima County, Arizona.

15. In the Facilities Solutions Agreement, the following would be added at the end of Section 1 on page 2:

Any dispute arising out of or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive arbitral jurisdiction and place of arbitration for resolution of any such dispute shall be the county where the Participating Public Agency is located.

16. Omnia Partners and the City regarding Attachment C, Exceptions submitted by Cintas, agree to remove the requirement that Cintas submit a completed Exhibit F – Federal Funds Certification.

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17. Order of Precedence

The order of precedence for documents shall be in the following order:

1. Letter of Concurrence
2. Attached 222886 Revised RFP Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services reflecting all items in Letter of Concurrence
3. Cintas' Proposal
4. Original RFP

Your response to this letter must be received by the City's Department of Procurement on or before June 9, 2022, at 5:00 p.m. local Arizona time. Please contact me with any questions at 520-837-4113 or Ladd.Lyons@TucsonAZ.gov.
Cordially,

Ladd Lyons
Contract Officer

Attachment: 222886 Revised RFP Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services

Concurrence: _____ Date: 6-10-2022

Name/Title: Brett Herzog Government Account Manager

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CITY OF TUCSON

REQUEST FOR PROPOSAL

SOLICITATION NUMBER:	**222886**
SOLICITATION SUBMISSION DEADLINE:	**DECEMBER 15, 2021 2:00 PM LOCAL AZ TIME**
SOLICITATION SUBMITTAL LOCATION:	**Business Services Department** https://www.tucsonaz.gov/bso/
MATERIAL OR SERVICE:	**RENTAL OF UNIFORMS, FLOOR MATS, MOPS, TOWELS, AND RELATED SERVICES**
PRE-SOLICITATION DATE:	**NOVEMBER 18, 2021**
TIME:	**10:00 AM LOCAL AZ TIME**
LOCATION:	**Click here to join the meeting**
RESPONSIBLE CONTRACT OFFICER:	**Ladd Lyons**
TELEPHONE NUMBER:	**(520) 791-4217**
EMAIL:	**ladd.lyons@tucsonaz.gov**

A copy of the solicitation and any possible amendments may be downloaded from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. Email notifications are sent to those interested Vendors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed submittals for the specified material or service shall be received electronically by the Business Services Department at: https://www.tucsonaz.gov/bso/ until the date and time cited. **In order to allow for any issues that may be encountered, (i.e. slow internet, internet outage, uploading large documents, differing system requirements, etc.), Respondents should ensure sufficient time to upload submittal documents. Responses not in "Submitted" Status by the Due Date and Time stated in the solicitation WILL be rejected.**

Respondents shall submit their response to the Business Services Department on or before the day and hour set for the Solicitation Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

It is the sole responsibility of the Respondent to submit their response before the scheduled time, as reflected in the City's online bidding system. No Response shall be accepted after the scheduled opening time.

Questions must be addressed to the responsible Contract Officer listed above.

PUBLISH DATE: NOVEMBER 10, 2021

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REQUEST FOR PROPOSAL
Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services

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C. INSTRUCTIONS TO OFFERORS 15

D. PROPOSAL EVALUATION REQUIREMENTS 23

E. VENDOR RESPONSE 23

F. SPECIAL TERMS AND CONDITIONS 28

G. INSURANCE REQUIREMENTS 31

H. STANDARD TERMS AND CONDITIONS 33

Attachments:
A – Performance Standards
B – Rental of uniforms, floor mats, mops and towels Pricing Workbook (Excel)
C – OMNIA Partners Documents

A. INTRODUCTION

A.1. Summary

The City of Tucson, herein referred to as the City, is seeking proposals from qualified firms for the Rental of Uniforms, Floor Mats, Mops, and Towels and Related Services.

The objective of this RFP is to make an award to a qualified firm(s) who delivers uniform, floor mats, mops, towels rental and related services and who represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

The City has multiple departments that include Fire, Police, Parks and Recreation, Environmental Services and General Services, Transportation, and Water. Approximately 4,200 permanent full-time

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employees support the functions of the City. For further information, including information on the City's capital and operating budget, Offerors are encouraged to visit the City's website at www.tucsonaz.gov.

A.2. National Contract

The City of Tucson, as the Principal Procurement Agency, defined in Attachment C, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment C contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment C).

The City of Tucson anticipates spending approximately $600,000 over the full potential Master Agreement term for rental of uniforms, floor mats, mops, towels and related services. While no

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minimum volume is guaranteed to the Supplier, the estimated annual volume of rental of uniforms, floor mats, mops, towels and related services purchased under the Master Agreement through OMNIA Partners is approximately $50,000,000.00. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

Tentative Schedule of Events

To the extent achievable, the following tentative schedule shall govern the review, evaluation and award of the contract. The dates are estimated only and the City reserves the right to modify the dates below as necessary.

RFP Published	NOVEMBER 10, 2021
Pre-proposal conference	NOVEMBER 18, 2021
Proposal due date	DECEMBER 15, 2021
Review of Proposals by Evaluation Committee	DECEMBER 28, 2021
Reference checks & Request for Samples	TBD
Evaluation Committee's recommendation	JANUARY 13, 2021
Final negotiation completed	JANUARY 29, 2022
Anticipated contract award & issuance of purchase order	FEBRUARY 21, 2022

A.3. Contact Information

Ladd Lyons
Contract Officer
Email: ladd.lyons@tucsonaz.gov
Phone: (520) 837-4113 **Department:**
Business Services

B. SCOPE OF WORK

The purpose of this contract is to provide weekly rental service for uniforms, mops, towels, and floor mats, as required for various City Departments. All clothing and other items shall be delivered, laundered, and maintained in good condition and repair, in accordance with the requirements herein. Although this section reflects the needs and requirements of various City Departments, OMNIA Partners Participating Agencies may have different requirements. The awarded vendor will have the ability to offer their comprehensive uniform rental and services program nationally. The uniform rental and services program may include products and services associated with the rental of uniforms, floor mats, mops, towels and related services which OMNIA Partners participants may elect to use. OMNIA Partners participants will sign a supplemental or usage agreement with the awarded vendor

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substantially based on the terms and conditions of the City of Tucson contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

B.1. UNIFORMS RENTAL AND SERVICES

1. PERSONNEL UNIFORM NEEDS/START-UP REQUIREMENTS

The estimated number of changes per week per Department may be from one (1) to eight (8) based on individual City Department needs. The successful offeror shall be provided with the individual Department needs through the Department designated Contract Representative or designee for the contract services upon award.

Contractor shall provide New Uniforms to accommodate one (1) to eight (8) changes per week, per employee. Each employee shall be provided uniforms as dictated by each Department requirements. An average of five (5) changes per week are required per employee, per City Department.

The Contractor's accounts receivable contact or account representative shall meet with the Department Representative or designee within the first thirty (30) days, to discuss in detail startup requirements, invoicing, billing, and payment procedures

2. DEPARTMENT CONTRACT REPRESENTATIVES

City Department Contract Representatives shall be provided to the Contractor upon award of the contract. Each Department shall contact the Contractor to set up specific needs for their facility.

3. PATCHES

Various garments require embroidery or silk-screening of a Patch or Patches that depict the Department name, City Logo, and/or employee name. The City Department contact shall furnish the Contractor with patch requirements and placement specific for their department. The name patches will either be the employee's initial and last name, first name, or both first and last name. Patch application shall meet industry standards and be applied in accordance with Department requirements as to location and color layout. Contractor shall verify patch requirements with Department contact prior to processing all orders.

The City may also desire to have City-provided patches applied to Contractor-provided garments. Contractor shall heat seal and reinforce seal patches by sewing outside perimeter of patch. Patch location and number(s) will be provided by the requesting Departments. If required, the City will pay application/sewing charges for such requests as necessary. This cost should be annotated in the provided space in Attachment B – Rental of uniforms, floor mats, mops and towels Pricing Workbook (Excel).

4. MEASUREMENTS

4.1 The Contractor shall measure employees for uniforms within two (2) working days from the date of request and shall provide the employee with uniforms within ten (10) working days of the date measured. Measurements for uniforms shall be conducted at each site. Any

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tailoring required to assure a proper fit for each individual will be done at no additional cost to the City. When the Contractor is measuring personnel for uniforms, they shall have samples of each type of uniform in all sizes available for personnel to try on to ensure that the uniform to be provided will fit the employee.

4.2 Contractor shall provide necessary accommodations for extra-large and petite employees.

4.3 Contractor shall provide shirts and pants specifically tailored for women when requested. Shirts shall button on the appropriate side and may have five (5) buttons, and top snap if available.

5. SAMPLES

Offerors shall provide samples of clothing proposed to the City for evaluation purposes as noted in Section 20. Offeror shall provide specified samples at no cost to the City within five (5) business days of the City's written request. Samples will be returned at Offeror's expense upon receipt of notice from Offeror within thirty (30) calendar days from delivery of said samples to the City for evaluation.

6. IDENTIFICATION SYSTEM

6.1 Offeror shall provide a name or identification number system that identifies each employee and garment. The identification system shall also insure an accurate method of tracking garments for invoicing purposes.

6.2 The City prefers an identification system using bar code technology. The bar code system should be available on site at each City location where uniforms are picked up and delivered. Said system should be able to identify, at a minimum, City employee name and uniform service date. The system shall also be able to provide a weekly uniform delivery/turn-in report for use by City Contract Administrator(s).

6.3 Offerors shall describe the identification system utilized by their company and explain loss control procedures.

7. OFFEROR'S OPERATIONS AND PROCEDURES

Offeror shall provide a detailed description of their delivery/pick-up service including, but not limited to, the following:

a. Tracking of uniform in the laundry process.

b. Dispute resolution of Lost and Damaged garments.

c. Logging of uniform at the pick-up/delivery site.

8. UNIFORM CHANGES

Employees shall be allowed to determine at the beginning of each contract year whether they want long or short sleeve shirts or a combination of both, at no additional cost to the City.

9. COLOR CHANGES

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The City reserves the right to change the color of uniforms and patches at its discretion during the term of this contract at no additional cost to the City. Industry standard colors shall be made available by Contractor and utilized by the City as may be required.

10. TRANSITION PLAN

The City of Tucson's intent is to minimize the time and effort involved in fitting employees for uniforms. Each offeror must, in a detailed and thorough manner, describe procedures designed to limit operational impacts. The successful Offeror must be prepared to fulfill the transition plan stated in their proposal should the City of Tucson contract with a vendor other than the incumbent. Failure to do so may be cause for immediate termination of the contract. Any transition costs must be so noted and will be considered in the evaluation of the proposals.

11. DELIVERY LOCATIONS

Clothing and other items shall be collected from and delivered to each location once every week. (The City reserves the option to relocate, add, reduce, or increase collection/delivery points at no additional cost to the City.) Locations shall be provided to the contractor upon award of contract.

12. DELIVERY TIME

12.1 Uniforms shall be picked up and delivered based upon the hours requested by each individual department. The contract representative will contact the Contractor to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated City representative, listing the number and type of uniforms picked up and the number and type of uniforms delivered by either the employee's name or by an employee identification number provided by the Contractor.

12.2 Contractor's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item of clothing picked up and each item of clothing delivered.

12.3 In the event the pick-up day or time must be changed, the City will notify the Contractor in advance. The Contractor shall notify the City or designated representative at least one (1) day in advance for changes in the designated delivery hours. Clothing changes are required to be delivered within seven (7) calendar days of notification to Contractor.

13. LOST OR DAMAGED ITEMS

Offeror shall provide an amortization schedule, which details percent clothing is amortized from date of issue, and Offeror's methods and procedures of verifying same.

13.1 City's Responsibilities

a. The City will be responsible for the replacement of Offeror-owned items lost or damaged by City employees. Replacement costs shall be based upon pricing provided in the Lost or Damaged Amortization Schedule submitted by Offeror.

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b. The City will not be responsible for the replacement of items which have reached end-of-service life.

c. The City will provide to the Contractor written notification of all employees who, because of health issues, choose to self-launder Contractor-provided uniforms.

13.2 Contractor's Responsibilities

a. Contractor shall provide employees with uniforms within ten (10) business days of measure. Contractor shall notify the Department Representative or designee and obtain written approval of any delays exceeding the allotted ten (10) business days.

b. Contractor shall be responsible for keeping all uniforms, towels and mats in good condition and shall inspect all items for repairs prior to delivery. Items with holes in fabric or visibly worn, frayed, discolored, or thin fabric are not acceptable and shall be replaced at Contractor's expense. The City reserves the right to refuse any item it deems needs repair or replacement at no additional expense to the City.

c. Contractor shall provide all new employees with New Uniforms (Category 1 or Category 2 uniforms are not acceptable) in accordance with the below Garment Categories:

New First-time use not issued or worn previously.

Category 1 Which may or may not be new. No stains, mends, repairs (except interior or pocket reinforcing) or discoloration. Used for those customers who meet the public, supervisory personnel, and those who are in general manufacturing and allied industries where the risk of damage would be slight.

Category 2 Light stains, light mends. No spots noticeable from more than five (5) feet, no repairs greater than 1-1/2 inches in length, no more than five (5) small repairs per garment. May have some color lost through age and may have lost some body or shape.

d. Contractor shall provide no less than Category 1 uniforms for all replacement uniforms. Category 2 uniforms are not acceptable.

e. Offeror shall specify charges for lost and/or damaged items as part of their Proposal. Excessive charges may be grounds for rejection of the Proposal.

14. INVOICING

14.1 Duplicate invoice numbers shall not be submitted.

14.2 Invoices shall include detailed information regarding product and/or service that is being billed and full name of employee.

Example: "X" number items laundered at $_____/EA = Total $_____ as well as the full name of the employee being invoiced (initials are not acceptable for either the first or last name).

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14.3 Credits to invoices that have been paid shall be submitted via a credit memo within thirty (30) calendar days from date reported to the vendor and will reference the original invoice number and invoice date.

14.4 Additional/extraordinary charges shall be reported to the City of Tucson Department Representative or designee via written notice prior to invoicing.

14.5 Only products and services pertaining to this contract shall appear on invoices. Miscellaneous items purchased and not specified on this contract shall be invoiced separately referencing the appropriate Purchase Order number.

14.6 Invoices rejected by City Departments shall be re-issued with new/revised issue dates so as not to imply delinquent payment status.

14.7 Uniforms turned in for laundering or replacement and not returned within a two (2) week period shall be removed from invoices and reinstated when uniforms have been delivered with a new/revised invoice and date so as not to imply delinquent payment status. Non-stock uniform items shall not appear on invoices until such items have been delivered.

14.8 The Purchase Order number and site location shall be noted on all invoices.

14.9 Original copies of invoices shall be delivered to the “Bill To” address noted on the Purchase Order to ensure payment is processed in a timely manner.

14.10 Offeror shall provide with proposal submittal a Sample Invoice and identify Offeror’s capability of customizing invoices to meet City’s needs.

14.11 Contractor shall provide training to City employees on the invoicing process. Training must include how to read invoices, explanation of all coding systems used on invoices, and appropriate key codes associated with said codes. Contractor must include sample packets for students’ use after training. Training shall be provided on a date and time mutually agreed upon by the Contractor and the City. Training shall be conducted at a City facility chosen at the City’s discretion and shall make every effort to include attendance by multiple City Department Contract Representatives as possible. Training shall not exceed three (3) times after award of contract and not more than two (2) times in any contract year thereafter.

14.12 Contractor shall provide options for both weekly and month invoicing to the City Departments.

15. PRICING

15.1 Pricing provided shall be for 100% inventory.

15.2 Pick-up and delivery charge, if any, shall be included in the unit pricing. All prices shall be F.O.B. Destination. All freight charges (e.g., freight, delivery charges, packaging and handling) must be included in the unit price noted on Attachment B – Rental of uniforms, floor mats, mops and towels Pricing Workbook (Excel). No other charges will be allowed unless specified in this attachment. Fuel charges are unacceptable and will not be permitted.

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15.3 All sewing charges for application of Contractor -provided patches must be included in the unit pricing.

15.4 The Offeror shall submit an amortization schedule detailing charges for Lost or Damaged Uniforms with their Proposal. (Excessive charges may be cause for rejection of proposal.)

15.5 There shall be no additional charges for adding or deleting personnel, transferring accounts, original and subsequent set-up charges or prep charges, size changes and replacement.

15.6 Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

16. SIZES

Size requirements within any category of clothing are subject to change. The City reserves the right to change sizes of all clothing issued to a City employee by Contractor throughout the life of the contract. At a minimum Contractor shall provide the industry standard sizes of clothing under this contract.

17. ENVIRONMENTAL PREFERABILITY

Contractor shall use materials and processes that are environmentally preferable, particularly focusing on the use of recycled materials, energy efficiency, water conservation, and least-toxic garment care when feasible.

18. REPORTING

Contractor shall state the availability of an online customer portal with reporting capabilities for City use. Contractor shall list all reporting functionalities (i.e., spend tracking/management, etc.).

19. INDUSTRY STANDARD

If not otherwise provided, materials and work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

20. UNIFORM ITEM SAMPLE

If the City requests sample uniform items from an Offeror, the Offeror will be given instructions as to the quantity and type of uniform items that must be provided. Samples of proposed uniform items shall be available for inspection upon request by the Procurement Department. Sample

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Uniforms are not required with the proposal; however, samples may be requested at any time during proposal evaluation, and they shall be provided within five (5) days of the request. All samples will be provided to the City at no cost.

B.2. FLOOR MATS, MOPS, TOWELS

1. FLOOR MATS, MOPS, TOWELS, ETC.

Floor mats, towels and other facility items such as microfiber pads and mops heads shall be provided to various locations and departments within the City. Services are not limited to the following:

a. Construction and design of mats shall be durable-rubber back and fiber

b. Colors shall be selected from standard colors available

c. Mats shall be delivered clean and presentable; all stains and gums spots must be removed.

d. Explain protocol for lost or damaged items.

e. Rental items to be invoiced by department/location.

f. All quantities are estimates only. The City of Tucson may add/remove quantities of rental items over the course of the contract.

g. From time to time and in case of emergencies, additional services may be required and will be scheduled with reasonable notice to the Contractor.

2. FLOOR MATS, MOPS AND TOWELS (NOT LIMITED TO THESE ITEMS) OFFEROR SHALL PROVIDE ANY AND ALL OPTIONS.

a. Entrance Mats for buildings and office entryways i. 3’ x 5’ ii. 4’ x 6’ iii.

3’ x 10’

b. Safety Mats

i. 3’ x 5’ ii. wet area iii.

non-skid rubber iv. oil and

solvent resistant

c. Anti-Fatigue Mats

i. 2’ x 3’ ii.

3’ x 5’

d. Microfiber Pads

i. 18” x 48” ii.

Wet mop

iii. Dry loop and scrubbers iv.

Quantity: 20

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e. Handles & Frames

i. quick change telescoping ii.

mop

iii. fiberglass handles with snap clip

f. Mops

i. 40 quick change dust mop heads – 24”, 36”, 48”

ii. antimicrobial, synthetic wet mop

g. Towels

i. huck – 100% cotton, hemmed on all sides, low lint

ii. white terry – 100% cotton iii. multipurpose

cleaning – microfiber

iv. shop wipers – 100% cotton, 12” square minimum

3. START-UP REQUIRMENTS

The Contractor’s accounts receivable contact or account representative shall meet with the Department Representative or designee within the first thirty (30) days, to discuss in detail startup requirements, invoicing, billing, and payment procedures.

4. DEPARTMENT CONTRACT REPRESENTATIVES

City Department Contract Representatives shall be provided to the Contractor upon award of the contract. Each Department shall contact the Contractor to set up specific needs for their facility.

5. DELIVERY LOCATIONS

Department requirements, services intervals may be adjusted to both weekly and every other week depending on the needs of the location(s). (The City reserves the option to relocate, add, reduce or increase collection/delivery points at no additional cost to the City.) Locations shall be provided to the contractor upon award of contract.

6. DELIVERY TIME

4.1 Items shall be picked up and delivered based upon the hours requested by each individual department. The contract representative will contact the Contractor to develop an acceptable

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delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of pick-up and delivery, a signed inventory sheet must be given to a designated City representative when available, listing the number and type of items picked up and the number and type of items delivered by either the employee name or by an employee identification number provided by the Contractor. If a City representative is not available, the inventory sheet must be left in a secure location provided to the contractor.

4.2 Contractor's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item picked up and each item delivered.

4.3 In the event the pick-up day or time must be changed, the City will notify the Contractor in advance. The Contractor shall notify the City or designated representative at least one (1) day in advance for changes in the designated delivery hours.

7. TRANSITION PLAN

The City of Tucson's intent is to minimize the time and effort involved in any transition of goods and services. Each offeror must, in a detailed and thorough manner, describe procedures designed to limit operational impacts. The successful Offeror must be prepared to fulfill the transition plan stated in their proposal should the City of Tucson contract with a vendor other than the incumbent. Failure to do so may be cause for immediate termination of the contract. Any transition costs must be so noted and will be considered in the evaluation of the proposals.

8. INVOICING

1.1 Duplicate invoice numbers shall not be submitted.
1.2 Invoices shall include detailed information regarding product and/or service that is being billed.
1.3 Credits to invoices that have been paid shall be submitted via a credit memo within thirty (30) calendar days from date reported to the vendor and will reference the original invoice number and invoice date.
1.4 Additional/extraordinary charges shall be reported to the City of Tucson Department Representative or designee via written notice prior to invoicing.
1.5 Only products and services pertaining to this contract shall appear on invoices. Miscellaneous items purchased and not specified on this contract shall be invoiced separately referencing the appropriate Purchase Order number.
1.6 Invoices rejected by City Departments shall be re-issued with new/revised issue dates so as not to imply delinquent payment status.
1.7 The Purchase Order number and site location shall be noted on all invoices.
1.8 Original copies of invoices shall be delivered to the "Bill To" address noted on the Purchase Order to ensure payment is processed in a timely manner.

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1.9 Offeror shall provide with proposal submittal a Sample Invoice and identify Offeror's capability of customizing invoices to meet City's needs.

1.10 Contractor shall provide training to City employees on the invoicing process. Training must include how to read invoices, explanation of all coding systems used on invoices, and appropriate key codes associated with said codes. Contractor must include sample packets for students' use after training. Training shall be provided on a date and time mutually agreed upon by the Contractor and the City. Training shall be conducted at a City facility chosen at the City's discretion and shall make every effort to include attendance by multiple City Department Contract Representatives as possible. Training shall not exceed three (3) times after award of contract and not more than two (2) times in any contract year thereafter.

1.11 Contractor shall provide options for both weekly and monthly invoicing to the City Departments.

9. PRICING

1.1 Pricing provided shall be for 100% inventory.

1.2 Pick-up and delivery charge, if any, shall be included in the unit pricing. All prices shall be F.O.B. Destination. All freight charges (e.g., freight, delivery charges, packaging and handling) must be included in the unit price noted on Attachment B – Rental of uniforms, floor mats, mops and towels Pricing Workbook (Excel). No other charges will be allowed unless specified in this attachment. Fuel charges are unacceptable and will not be permitted.

10. ENVIRONMENTAL PREFERABILITY

Contractor shall use materials and processes that are environmentally preferable, particularly focusing on the use of recycled materials, energy efficiency, water conservation, and least-toxic care when feasible.

11. REPORTING

Contractor shall state the availability of an online customer portal with reporting capabilities for City use. Contractor shall list all reporting functionalities (i.e. spend tracking/management, etc.).

12. INDUSTRY STANDARD

If not otherwise provided, materials and work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

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13. FLOOR MATS, MOPS AND TOWELS FACILITIES ITEM SAMPLES

If the City requests sample items from an Offeror, the Offeror will be given instructions as to the quantity and type of items that must be provided. Samples of proposed items shall be available for inspection upon request by the Procurement Department. Samples are not required with the proposal; however, samples may be requested at any time during proposal evaluation, and they shall be provided within five (5) days of the request. All samples will be provided to the City at no cost.

C. INSTRUCTIONS TO OFFERORS

C.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

C.2. PRE-PROPOSAL CONFERENCE

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the

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Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

C.3. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

C.4. AMENDMENT OF REQUEST FOR PROPOSAL

The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

C.5. FAMILIARIZATION OF SCOPE OF WORK

Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

C.6. PREPARATION OF PROPOSAL

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good

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and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.

F. Periods of time, stated as a number of days, shall be in calendar days.

G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.

H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

Please be reminded that this RFP titled Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services MUST be received no later than **DECEMBER 15, 2021 @ 2:00PM.**

C.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

C.8. TAXES

The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

C.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

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C.10. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

C.11. PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

C.12. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

C.13. CERTIFICATION

By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

C.14. WHERE TO SUBMIT PROPOSALS

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at https://www.tucsonaz.gov/bso/ until the date and time cited.

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Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf.

NOTE: RESPONSES MUST BE IN "SUBMITTED" STATUS (SEE THE INSTRUCTION MANUAL THAT IS ACCESSIBLE ON THE LINK ABOVE FOR FURTHER DETAILS) IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS AT THE DUE DATE AND TIME WILL NOT BE CONSIDERED.

C.15. LATE PROPOSALS

Late proposals will be rejected. It is strongly advised that offerors create their responses in the City's online bidding system well in advance of the Due Date and Time in order to allow for unforeseen circumstances such as slow internet speed, internet outage, etc. Proposals that are not in "Submitted" status at the Due Date and Time will NOT be considered.

C.16. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

C.17. WITHDRAWAL OF PROPOSAL

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

C.18. DISCUSSIONS

The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

C.19. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

C.20. CONTRACT NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there

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shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

C.21. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

C.22. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

C.23. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

C.24. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

A. waive any immaterial defect or informality; or B. reject any or all proposals, or portions thereof; or

C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Business Services Director and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

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C.25. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

C.26. PROTESTS

A protest shall be in writing and shall be filed with the Business Services Director. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

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A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

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D. PROPOSAL EVALUATION REQUIREMENTS

D.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Qualifications & Experience

C. Price Proposal

D.2. Shortlist

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

D.3. Interviews

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

D.4. Additional Investigations

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D.5. Prior Experience

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

D.6. Multiple Awards

To provide adequate contract coverage, at the City’s sole discretion, multiple awards may be made.

E. VENDOR RESPONSE

REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

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E.1. Method of Approach

1. Provide a response to the national program.
    a. Include a detailed response to Attachment C, Exhibit A, OMNIA Partners response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
    b. The successful offeror will be required to sign Attachment C, Exhibit B, OMNIA Partners Administration Agreement: provided, however, that if the OMNIA Partners Administration Agreement is revised or modified or amended as between OMNIA and the successful offeror, in writing whether by addendum or otherwise in writing, then the OMNIA Partners Administration Agreement as so revised or modified or amended as between OMNIA and the successful offeror shall be the OMNIA Partners Administration Agreement for all purposes regarding the Contract and otherwise. That Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter.

2. Product Offering
    a. Using Attachment B – Rental of uniforms, floor mats, mops and towels Pricing Workbook (Excel). Identify the proposed service products available under the contract.
        i. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.
        ii. If offeror is not proposing the exact service specified clearly indicate the deviation in the Offeror's Proposal section. If there are no deviations stated it will be assumed that the service products specified is being provided
        iii. Offeror may elect to consolidate service products at any level for its own convenience or volume discounts, etc.
    b. Provide an overview of the unique technologies that are incorporated into your service products.
    c. Provide a detailed method for sizing employees. Offeror shall describe method of communication with City departmental representatives, process for sampling items, and number of staff available for sizing.
    d. Describe the range of men and women's sizes that you offer. Please specify if it is gender specific or unisex.
    e. Provide available ordering methods – online ordering, order tracking, search options, order history and whether or not your company's ordering website integrates with your inventory system.

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3. Service Offering
    a. Using Attachment B – Rental of uniforms, floor mats, mops and towels Pricing Workbook (Excel). Identify the proposed service products under the City of Tucson's contract and national program.
    b. Describe your policy for monitoring defects and repairing/replacing defective clothing. Describe how defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses.
    c. Describe your method for dealing with incorrect orders when the City employee made an error, and also when the error was the fault of the Contractor. Describe your service guarantee and cure process to address service failures.
    d. Describe how you will keep the City updated on all available catalogs. As future catalogs are released, how is the City notified? Are these available electronically?
4. Identify all other companies that will be involved in processing, handling or shipping the service products available under the Contract. Include any subsidiaries or company owned affiliates that may include product or service under the Contract.
5. Describe the offeror's website capabilities. Identify information customers can access via the offeror's website.
6. State any return and restocking policies.
7. Describe offeror's invoicing process. Provide a sample invoice. Indicate any customizations that can be made to invoices. Provide an offeror's representative and contact information for invoicing questions.
8. Describe offeror's delivery commitment.
9. Customer Service.
    a. Describe offeror's customer service commitment.
    b. Describe customer support available from the offeror. Include availability of call centers, their locations and hours. Include response time guarantees.
    c. Discuss the availability of a dedicated service representative or team, the services they provide and how they help the customer manage their account.
    d. Describe how the offeror approaches and solves customer disputes.
    e. Describe how offeror measures and tracks the success of its customer service program.
    f. Describe technical support available. Include the location of technical support centers and their hours.
10. Warranty
    a. Describe the warranty period for proposed services.
    b. Submit offeror's warranty program

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11. Describe service request procedures.
12. Describe offeror's green/sustainability program. Include information on green/sustainable policies, products and certifications.
13. Describe how offeror will maintain account security levels.
14. Provide any additional services or products information that offeror intends to use under the contract.
15. If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
16. Identify if you manufacture your own garments or if you outsource.
17. Describe your company's ability to design, manufacture and manage customized uniform and apparel purchase programs.
18. Provide what percentage of garments you purchase from a manufacturer.
19. Describe how you forecast inventory requirements to ensure minimum inventory levels.
20. Explain the resources and communication method(s) your organization would use to help facilitate the rollout of a rental uniform program of like scale and scope.
21. Explain the account management structure in place to deliver on service needs.

E.2. Qualifications & Experience

1. Provide a brief history and description of your company.
2. Provide the total number and location of salespersons employed by your company.
3. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three state, political subdivision or school district references for which your company has provided services. Include the references' contact person, address, phone number and email address.
4. Provide information regarding if your organization ever failed to complete any work awarded.
5. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
6. Provide the following information for the offeror's proposed site manager: a. Name:
    b. Office Phone Number:
    c. Cell Phone Number:
    d. Email Address:
    e. Correspondence Address:
7. Provide an organization chart and the total number of employees in the Tucson area.
8. Describe your companies industry standing (size) and affiliations.

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9. Provide your companies unique characteristics that separate you from the competition.
10. Provide any certifications you have to ensure cleaning quality.

E.3. Price Proposal

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

1. Offerors shall complete a Specification and Pricing Workbook (Attachment B) supplied in Excel format. The Pricing Workbook contains multiple tabs that must be completed by Offerors. Offerors shall submit the Excel Workbook in their electronic version of their submittal.
2. Discount Pricing Off Published Retail Price Guide:

The City may desire to purchase items that are not specifically listed on the Pricing Worksheets. Offerors must indicate in the Pricing Workbook on the National Pricing – Misc. tab, the percentage discount off the published retail price guide(s) offered to the City for all other items not specifically listed in the Pricing Workbook. Offerors shall attach a list of services to be made available to the City not specifically listed in this contract.

The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

3. In the Pricing Workbook, National Pricing – Misc. tab, Offerors shall provide a list of services to be made available to the City not specifically listed in this contract. This information will not be considered in the award evaluation.
4. In the Pricing Workbook, Offerors shall provide pricing for extended sizes for all types of clothing to include those garments specifically listed on the City of Tucson Pricing list.
5. In the Pricing Workbook, City of Tucson Pricing – City-Owned, Offeror shall provide pricing for services to City-Owned garments and patches. This information will not be considered in the award evaluation.
6. The City desires to explore an option for flat rate pricing per uniform. Uniforms may consist of different components by Department. Offeror shall submit their ability to provide flat rate pricing for consideration.
7. Balance of Line/Comprehensive Offering. The offeror awarded under this solicitation may offer their complete product and service offering/a balance of line for rental of uniforms, floor mats, mops, towels and related services. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered on the Price Workbook in the Complete Product Offering/Balance of Line section/in the offeror's response to the Price Proposal section of the Proposal Evaluation Requirements. The City reserves the right to accept or reject any or all balance of line items offered.

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E.4. Discount for Early Payment

As stated in ***Instructions to Offerors.***
Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

E.5. Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See SPECIAL TERMS AND CONDITIONS section, "Cooperative Purchasing".)

E.6. Credit Card Payment

Will payment be accepted via commercial credit card? _____Yes _____No

A. If yes, can commercial payment(s) be made online? _____Yes _____No
B. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No
C. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).
D. If "no" to above, will consideration be given to accept the card? _____Yes _____No

E.7. City of Tucson Business License

Does your firm have a City of Tucson Business License? _____Yes _____No If yes, please provide a copy of your City of Tucson Business license.

E.8. Forms to Be Filled out by Vendor

Please ensure that all required information is included with your offer:

A. Technical Proposal
B. Pricing Proposal
C. Any solicitation amendments
D. Offer and Acceptance Form

F. SPECIAL TERMS AND CONDITIONS

F.1. ADDITIONAL PURCHASE

The City of Tucson reserves the right to purchase additional equipment under the same terms and conditions of this contract within the next twelve months, if funds permit.

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F.2. BRAND OR TRADE NAMES

Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/offerors of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.

F.3. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson or agencies registered with OMNIA Partners. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

F.4. CONFLICTS OF INTEREST

An Offeror responding to this RFP acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RFP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council or any employee of the City has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to the Department of Procurement. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation or TCC operations with any other City staff, Mayor & Council or staff of Mayor & Council.

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The City reserves the right to disqualify an Offeror from further participation in the RFP process in the event the City determines that Offeror has an actual or apparent conflict of interest with the purposes of this RFP, or has violated this Conflict of Interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Offeror, or any agent or representative of Offeror, to any officer or employee of the City, including the Mayor and Council and their staff, for the purpose of securing a Contract that may be awarded pursuant to this RFP, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of a Contract that may be awarded under this RFP, the City, may, by one (1) calendar day provide written notice to Offeror, terminate the right of Offeror to proceed under this RFP; provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction.

F.6. PRICE ADJUSTMENT

The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. The City will determine whether the requested price adjustment, or an alternate option, is in the best interest of the City. Any price adjustment will be subject to the City's approval and will only be effective on or after the anniversary date of the initial effective date of the Contract. Any price adjustment having been made will be a factor in the extension review process. If the City does not approve a price adjustment requested by Contractor, however, Contractor may terminate the Contract on thirty (30) days' notice.

F.7. SUBSTITUTE ITEMS

In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

F.8. TERM AND RENEWAL

The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for one (1) additional

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two-year period or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

F.9. PERFORMANCE STANDARDS and PERFORMANCE GUARANTEES

Vendor must maintain performance standards and performance guarantees relating to all services provided as requested in the Performance Standards (Attachment A). In addition, Vendor shall state Performance Guarantees in accordance with the Proposal Evaluation Requirements, herein.

F.10. SERVICE AGREEMENTS

Successful offeror shall have the right to enter local service agreements with agencies piggybacking the City of Tucson/National IPA contract so long as the effective date of the service agreement is prior to the expiration of the City of Tucson contract. All local service agreements established in the last three years of the City of Tucson/National IPA contract shall terminate on or before the 36th month after the City of Tucson contract expiration. National IPA shall receive an administrative fee, as outlined in Attachment C, through the entire term of any local service agreement.

G. INSURANCE REQUIREMENTS

G.1. The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. Cintas shall maintain Commercial General Liability and Commercial Automobile Liability during the term of this Agreement that shall apply to the Services The Contractor agrees that the insurance hereunder will be primary, and that any insurance carried by the City will be excess and not contributing, but only with respect to Cintas' indemnity obligations and shall provide and maintain minimum insurance limits as set out below in G.2.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: $1,000,000

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General Aggregate: $2,000,000

Products & Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Blanket Contractual Liability: $1,000,000

G.3. Commercial Automobile Liability

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.

Combined Single Limit: $1,000,000

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: $1,000,000

Disease Each Employee: $1,000,000

Disease Policy Limit: $1,000,000

*Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

G.5. Additional Insurance Requirements

A. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory, but only with respect to Cintas' indemnity obligations.

G.6. Notice of Coverage Modifications

Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Procurement Division.

G.7. Acceptability of Insurers

Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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G.8. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and one (1) year after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division. The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.9. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G.10. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

H. STANDARD TERMS AND CONDITIONS

H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.2. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.3. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

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H.4. APPLICABLE LAW

Any dispute arising out of or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive arbitral jurisdiction and place of arbitration for resolution of any such dispute shall be Pima County, Arizona.

H.5. ASSIGNMENT-DELEGATION

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Business Services Director. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

H.6. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

H.7. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

H.8. COMMENCEMENT OF WORK

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

H.9. CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

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H.10. CONTRACT AMENDMENTS

The Procurement Department has the sole authority to:

A. Amend the contract or enter into supplemental verbal or written agreements;

B. Grant time extensions or contract renewals;

C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

H.11. CONTRACT

The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Business Services Director, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, and Contractor's failure to cure such nonconformance or default within thirty (30) days of written notice, may constitute breach of the Contract. Failure to cure any Noncompliance within this thirty (30) day period of time from written notice may be deemed a cause for possible Contract termination.

H.13. DUPLEXED/RECYCLED PAPER

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

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H.14. EQUAL PAY

The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e et.seq.; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

H.15. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

H.17. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including pandemics, epidemics, quarantines, government regulations, orders or shutdowns, boarder closures, trade embargos and labor shortages. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be emailed, hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify

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the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

H.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

H.19. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.20. INDEMNIFICATION

H.20.1. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from and only to the extent caused by Contractors negligence or willful misconduct.

H.20.2. Flame Resistant Garments. City of Tucson agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics (“FRC”) under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CITY OF TUCSON ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CITY OF TUCSON’S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC’S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. City of Tucson agrees to notify all employees and other agents of City of Tucson who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. City of Tucson acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of City of Tucson. Further, City of Tucson releases Contractor from any and all liability that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. City of Tucson hereby agrees to defend, indemnify and hold

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harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from City of Tucson's or its employees' use of the FRC.

H.20.3. High Visibility Garments. City of Tucson bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. City of Tucson acknowledges and understands that the Garments alone do not ensure visibility of the wearer. City of Tucson further acknowledges that Contractor is relying upon City of Tucson to determine whether any Garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. City of Tucson acknowledges that Contractor has made no other representations, covenants or warranties, whether express or implied, related to the Garments. Further, City of Tucson hereby releases Contractor from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend, indemnify, and hold the Contractor harmless from any claims that result or might result from any such failure.

H.20.4. Transfer of Manufacturer Warranties. Cintas will pass through to City all manufacturer warranties for the materials covered hereunder to the extent Cintas has the right to do so. Cintas does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. Cintas hereby agrees that it will either correct or replace any defective materials covered hereunder at no cost to City.

H.20.5. Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

H.21. INDEPENDENT CONTRACTOR

It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

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H.22. INSPECTION AND ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

H.23. INTERPRETATION-PAROL EVIDENCE

This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

H.24. ISREAL BOYCOTT DIVESTMENT

Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

H.25. LICENSES

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

H.26. LIENS

All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City’s request, the Contractor shall provide a formal release of all liens.

H.27. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

H.28. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

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H.29. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

H.30. PAYMENT

The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

H.31. PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property and is the sole cause of such damage, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Business Services Director. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

H.32. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of one year after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts

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or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.33. RIGHT TO ASSURANCE

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. Such audit will be at the sole and total cost of the City except as specifically provided otherwise. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial aid related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records. payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, but only for a period of one year after completion or termination, and at City's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit finds a 5% discrepancy or more, the Contractor is liable to the City for the payment of that discrepancy and shall promptly pay. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract.

H.35. RIGHT TO INSPECT

The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

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H.36. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

H.37. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

H.38. SHIPMENT UNDER RESERVATION

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

H.39. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Business Services Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used

H.40. SUBSEQUENT EMPLOYMENT

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Business Services Director is received by the parties to this Contract, unless the notice specifies a later time.

H.41. TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with cause, upon giving thirty (30) days written notice. In the event of any non-appropriation of funds, the City may

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terminate this Contract upon giving thirty (30) days written notice. Other than for non-appropriation of funds mentioned above, the City, at its convenience ("termination for convenience"), may terminate this Contract, in whole or in part upon giving thirty (30) days written notice, in accordance with H.42.1 below. If this Contract is terminated for cause or for non-appropriation of funds, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract and if Contractor fails to cure any of the defaults herein within a reasonable time of written notice. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
  The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

H.41.1 Effects of Termination for Convenience

If this Contract is cancelled for convenience (which does not include termination for non-appropriation of funds) in the first twelve (12) months of the term, City shall pay as termination charges equal to fifty (50) weeks of rental service.
If this Contract is terminated for convenience in months thirteen (13) through eighteen (18) of the term, City shall pay as termination charges equal to thirty six (36) weeks of rental service.

If this Contract is cancelled for convenience in months nineteen (19) through twenty four (24) of the term, City shall pay as termination charges equal to 23 weeks of rental service.

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If this Contract is cancelled for convenience after twenty four (24) months of service, City shall pay as termination charges of ten (10) weeks of rental service.

City shall also be responsible to return all of the Merchandise allocated to such City locations terminating this Contract at the then current Loss/Damage Replacement Values and for any unpaid charges on City's account prior to termination.

H.42. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

H.43. WARRANTIES

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

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OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____
Company Name

Name: _____

_____
Address

Title: _____

_____
City State Zip

Phone: _____

_____
Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

_____
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

Awarded:

This _____ day of _____ 20_____

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_____ _____

As Tucson City Attorney and not personally As Director of Business Services and not personally

ATTACHMENTS

Attachment A – Performance Standards
Attachment B – Rental of uniforms, floor mats, mops and towels Pricing Workbook (Excel)
Attachment C – OMNIA Partners Documents

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ATTACHMENT A

PERFORMANCE STANDARDS

Performance Standards	**$$ at Risk**
DELIVERY TIME	
1) Uniform Delivery Time- Uniforms shall be picked up and delivered based upon the hours requested by each individual department. The contract representative will contact the Contractor to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated City representative, listing the number and type of uniforms picked up and the number and type of uniforms delivered by either the employee's name or by an employee identification number provided by the Contractor.	
2) Uniform Delivery Time- At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated City representative, listing the number and type of uniforms picked up and the number and type of uniforms delivered by either the employee's name or by an employee identification number provided by the Contractor.	
3) Uniform Delivery Time- Contractor's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item of clothing picked up and each item of clothing delivered.	

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4) Floor mats, Mop, and Towels Delivery Time- Items shall be picked up and delivered based upon the hours requested by each individual department. The contract representative will contact the Contractor to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of pick-up and delivery, a signed inventory sheet must be given to a designated City representative when available, listing the number and type of items picked up and the number and type of items delivered by either the employee name or by an employee identification number provided by the Contractor. If a City representative is not available, the inventory sheet must be left in a secure location provided to the contractor.	
5) Floor mats, Mop, and Towels Delivery Time- Contractor's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item picked up and each item delivered.	
6) Floor mats, Mop, and Towels Delivery Time- In the event the pick-up day or time must be changed, the City will notify the Contractor in advance. The Contractor shall notify the City or designated representative at least one (1) day in advance for changes in the designated delivery hours.	

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2. Cintas Corporation No.2's Response to Best and Final Offer

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City of Tucson
Proposal NO. 222886
Responsible Contract Officer: Ladd Lyons
Subject: Performance Standards

Ladd,

As follow up to our discussion last week I wanted to summarize how we approach Performance Standards. We appreciate and understand Tucson's position around the specific concerns addressed in Attachment A (Performance Standards) of RFP # 222886 and Tucson's objective to create piece of mind when it comes to service failures or subpar performance.

At Cintas our Service Guarantee is our primary "accountability doctrine." It is in place to clearly define our service commitment universally and applies to each of the situations that are called out in the attachment and any others that may arise.

Cintas Service Guarantee:

The Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of service which are not resolved in the normal course of business must be communicated in writing to the General Manager of the Company's local operation or Government Account Manager.

If the Company then fails to resolve any material complaint in a reasonable period of time, the Customer may terminate this Agreement solely as it relates to servicing the specific Customer location to which the complaints relate provided all Merchandise is paid for at the then current Loss/Damage Replacement Values or returned to the Company in good and usable condition.

There are a few notes to include with the above commitment:

- We advocate for local communication and vetting of issues, requests, challenges that arise and that will always be the most efficient option and best course of action to resolve challenges that may come about.
- Every call to our customer care department is documented, requires follow up (regardless of if it is a question or concern) and cannot be closed out until the resolution and follow up is documented. Our closed loop system is in place to make sure there is follow up and closure to any customer concerns and to make sure issues do not persist.
- If issues persist or need to be escalated, documentation is important to the process to eliminate any "he said, she said" and allow for a reference point of what the concerns are and when it was addressed.
- Should an issue get to that point, Cintas will create and provide a written plan of action to resolve the service concern(s) with an outlined timeline that can vary based on the concern, which is why we use "reasonable period of time". For example, repairing a garment can take a day or 2 and ordering a new 6XL coverall can take 6 weeks. The specific timeline will be determined based on the issue.
- If we are unable to resolve the concerns as we outline, the cost to Cintas is your business. It is our hope it will not come to this but in the unfortunate event that it does, the Tucson location

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can terminate services at no cost to Tucson assuming we get our product back in “good and usable condition.”

We are not claiming perfection with our services and should all anticipate and expect potential challenges and hiccups. For those issues that persist, our Service Guarantee is there to ensure accountability to our locations and partners and allow for piece of mind to customers like Tucson, knowing that if we do not resolve documented recurring service failures, Tucson can terminate services. The perpetual value or lack thereof, is far more impactful to Cintas than a 1x dollar value that we could provide which I why this option is in the best interest of Tucson and your overall experience.

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Total Cost of Ownership:

In the industrial laundry industry unit price is only one of many variables that will impact a customers total program cost. There are several other critical inputs that will impact your program cost for services on mats & towels that include.

- **Inventory Minimums/Billing Methods** – A common industry practice is to require an inventory minimum for products like towels. If your usage drops below the minimum, you are required to pay for that product regardless of your actual demand. At Cintas, we do not have minimum inventory level requirements. We use a flat rate billing system that allows for consistency with your weekly charges but can be adjusted at any time based on your demand.

- **Inventory Review** – at the onset of your program, our team will come into each of your locations and review your current product, inventory, cleaning practices, application to ensure you are set up with the right product and right inventory that ensures you have what you need, incorporates a buffer for unforeseen situations but is not over inflated to reduce costs. We will use this same process with mats and placements as well.

- **Product selection** – Cintas offers an array of facility service products for a variety of applications. For example, we offer a microfiber wiper product that is a more effective solution than traditional terry towels and includes an 8-way folding system that allows maximum number of uses to minimize total volume of inventory.

- **Lost Damage Charges** – It is not uncommon for Lost/Replacement charges to be more expensive than the Rental charge. This is a common strategy companies use to offset low unit pricing. Our objective is to minimize these charges through a couple of different options. After we complete the review of your program and determine the product and inventory, we will complete a 4-week review of your return habits and determine which of the following is most beneficial for your situation.

    - Automatic Replacement Charge (ARC) – after review of your program, if we determine you have 10 towels that are lost/damaged each week, we will agree on a reasonable number often 50% of that average loss to be you for each week. This allows you the benefit of a reduced number of towels you are charged for and provides consistency with your billing from week to week. It alleviates the need to chase down and count every towel each week which can be time consuming and unfavorable for the customer given the actual loss/damage is much higher.

    - Automatic Replacement Charge (ARC) – After review of your program, we determine 10 towels are lost/damaged on average each week. The Customer and SSR will come to an agreement on a reasonable weekly “Replacement Percentage”, that is less than the average. By doing this the customer benefits from a reduced invoice and consistent billing week to week.

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- If we find that you return all your product in our initial review, we can set it up to bill based on actual loss each week. This can create inconsistency in billing and spike in weekly billing as well.

- If we find all product is returned during the review process, the account can be setup to bill based on actual loss. This process includes the SSR counting every week and billing accordingly. With this method invoices can fluctuate week to week and may not be in the best interest of Tucson given actual loss/return rates.

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From: Ladd Lyons
To: Herzog, Brett
Cc: Jenn Myers
Subject: RE: City of Tucson 222886 Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services
Date: Friday, March 11, 2022 3:37:30 PM
Attachments: image001.png

Hi Brett,

Received, thank you. I am still awaiting your response to the exceptions listed in the intent to negotiate letter. Do you have a timeline for this?

Thanks,

Ladd Lyons
Contract Officer
City of Tucson Business Services Department
Phone: 520-837-4113
Website: www.tucsonprocurement.com

VALUES AND GUIDING PRINCIPLES OF PUBLIC PROCUREMENT:
** Accountability * Ethics * Impartiality * Professionalism * Transparency * Service **

From: Herzog, Brett <HerzogB2@cintas.com>
Sent: Friday, March 11, 2022 3:10 PM
To: Ladd Lyons <Ladd.Lyons@tucsonaz.gov>
Subject: [EXTERNAL]RE: City of Tucson 222886 Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services

Hi Ladd,

We went to work on the questions from our Teams Meeting. The "Performance Standards" attachment is the explanation of Dollars at Risk exhibit from the RFP. The "Cost of Ownership" attachment breaks down reasons why Cintas utilizes the pricing structure we have in place. Please share or forward the "Total Cost of Ownership" with the Fire Captain, this should helps justify some of variation in price.

After further review, the pricing Cintas submitted is the BAFO.

Please reach out if there are any questions,

Brett Herzog | Government Account Manager
P: 949.910.1718

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From: Ladd Lyons <Ladd.Lyons@tucsonaz.gov>
Sent: Monday, March 7, 2022 2:36 PM
To: Herzog, Brett <HerzogB2@cintas.com>
Subject: FW: City of Tucson 222886 Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services

EXTERNAL USE CAUTION

Hi Brett,

I am following up on the Exceptions to our terms and conditions. I let you know that you can provide a response to the interview items by end of this week and I would assume the BAFO would come along with that. I was hoping we could get started on the exceptions though. Please check with your legal team to see if you have an update.

Thanks,

Ladd Lyons
Contract Officer
City of Tucson Business Services Department
Phone: 520-837-4113
Website: www.tucsonprocurement.com

VALUES AND GUIDING PRINCIPLES OF PUBLIC PROCUREMENT:
** Accountability * Ethics * Impartiality * Professionalism * Transparency * Service **

From: Ladd Lyons
Sent: Tuesday, February 22, 2022 9:40 AM
To: Herzog, Brett <HerzogB2@cintas.com>
Cc: Jenn Myers <Jenn.Myers@tucsonaz.gov>; Fred Flores <fred.flores@omniapartners.com>
Subject: City of Tucson 222886 Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services

Hello,

Please see the attached correspondence regarding the above mentioned contract.

Thank you,

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Ladd Lyons
Contract Officer
City of Tucson Business Services Department
Phone: 520-837-4113
Website: www.tucsonprocurement.com

VALUES AND GUIDING PRINCIPLES OF PUBLIC PROCUREMENT:
** Accountability * Ethics * Impartiality * Professionalism * Transparency * Service **

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3. City's Request for Best and Final Offer

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CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT

February 22, 2022

Brett Herzog
Major Account Manager-Government
Cintas Corporation
23345 N 23rd Ave, Suite 170
Phoenix, AZ 85027
HerzogB2@cintas.com

Sent via electronic mail, this day

Subject: Request for Proposal No. 222886 Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services - Intent to Negotiate

Dear Mr. Herzog:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. **Best and Final Pricing**
The City requests a Best and Final Offer from Cintas Corporation for negotiations. Please complete the attached Best and Final Price Page.

2. **Exceptions to Contract Provisions**
The city cannot agree to this exception:
Section G. Special Terms and Conditions Paragraph G.1 The Commercial General Liability Section G.1.B
B. ~~The Commercial General Liability, Commercial Automobile Liability and umbrella polices where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing .~~ C. Provide and maintain minimum insurance limits as applicable.

The city cannot agree to this exception:
Section G. Special Terms and Conditions Paragraph G.6 Additional Insurance Requirements Sections G6 A. B. and C.

~~All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions, shall include or be endorsed to include the following provisions:~~

~~A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).~~

~~B.~~ A. ~~The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.~~

~~C.~~ B. ~~Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.~~ Intentionally Omitted

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The city can agree to this exception:
Section G. Special Terms and Conditions Paragraph G.9 Verification of Coverage

G.9. Verification of Coverage
Contractor shall furnish the. City of Tucson with certificates of insurance ~~(ACORD form or equivalent approved by the City of Tucson)~~ as required by this Contract. The certificates ·for each insurance policy are to be signed by an authorized representative.

The City cannot agree to this exception:
Section G. Special Terms and Conditions Paragraph G.9 Verification of Coverage

G.9. Verification of Coverage
All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and ~~two~~ one (.1~~-2~~) year~~s~~ after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the. City's request is a material breach of contract.
All certificates required by this Contract shall be sent directly to the Procurement Division.

Please define "reasonable period of time" for this exception:
Section H. Standard Terms and Conditions Paragraph H.12 Default In One Installment To Constitute Total Breach

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH
Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, and Contractors failure to cure such nonconformance or default within a reasonable time of written notice. may constitute breach of the Contract. Failure to cure any Noncompliance within a reasonable period of time from written notice may be deemed a cause for possible Contract termination .

The City can agree to this exception:
Section H. Standard Terms and Conditions Paragraph H.17 Force Majeure

H.17. FORCE MAJEURE
Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including pandemics. epidemics. quarantines, government regulations. orders or shutdowns. boarder closures, trade embargos and labor shortages. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be emailed,-hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract

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modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract

The City cannot agree to this exception:
Section H. Standard Terms and Conditions Paragraph H.20 Indemnification

H.20. INDEMNIFICATION
To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, ~~defend~~, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations. demands, proceedings, suits. actions. claims. including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from ~~and only to the extend caused by contractor's negligence or willful misconduct. or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.~~ and only to the extent aused by Contractors negligence or willful misconduct ~~It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.~~
Flame Resistant Garments. City of Tucson agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CITY OF TUCSON ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CITY OF TUCSON'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. City of Tucson agrees to notify all employees and other agents of City of Tucson who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. City of Tucson acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of City of Tucson. further, City of Tucson releases Contractor from any and all liability that results or may result from the use of the FRC. including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. City of Tucson hereby agrees to defend, indemnify, and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from City of Tucson's or its employees' use of the FRC.

High Visibility Garments. City of Tucson bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments"} for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses: and (c) determining when Garments require repair or replacement

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to meet the required level of visibility. City of Tucson acknowledges and understands that the Garments alone do not ensure visibility of the wearer. City of Tucson further acknowledges that Contractor is relying upon City of Tucson to determine whether any Garments need repair or replacement to maintain the required level of visibility . Contractor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. City of Tucson acknowledges that Contractor has made no other representations, covenants or warranties, whether express or implied, related to the Garments. Further, City of Tucson hereby releases Contractor from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend. indemnify. and hold the Contractor harmless from any claims that result or might result from any such failure.

The City cannot agree to this exception:
Section H. Standard Terms and Conditions Paragraph H32 Provisions Required By Law

H. 32 PROVISIONS REQUIRED BY LAW
Intentionally Omitted .

The City can Agree to this exception:
Section H. Standard Terms and Conditions Paragraph H33 Records

Contractor shall, at all times during the term of this Contract and for a period of ~~three years~~ one year after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

The City cannot agree to these terms:
Liquidated Damages

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty- four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

The City can agree to this exception:
Section H. Standard Terms and Conditions Paragraph H35 Right to Audit

H.35. RIGHT TO AUDIT

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The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor. to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. Such audit will be at the sole and total cost of the City. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial aid related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and su1bcontractors. Such records shall include, but not be 1limrted to, accounting records, subcontractor records. payment vouchers and invoices.

The City cannot agree to this exception:
Section H. Standard Terms and Conditions Paragraph H35 Right to Audit

H.35. RIGHT TO AUDIT
The Contractor shall at any time requested by City, whether during or after completion of this Contract, but only for a period of one year after completion or termination, and at ~~Contractor's~~ City's own expense.make such records available for inspection and audit (incl1uding copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.
If, as a result of such audit finds a 5% discrepancy, the Contractor is liable to the City for the payment of ~~any sum~~ that discrepancy~~. Contractor~~ and shall promptly pay~~. such sum to the City together with interest theron at the rate of one percent (1%) per month form the date such sums should have been paid.~~ Payment shall be made within 90 days from presentation of City's findings to Contractor.
If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

Please define "reasonable period of time" for this exception:
Section 'H. Standard Terms and Conditions Paragraph H42 Termination of Contract

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract and if Contractor fails to cure any of the defaults herein within a reasonable time of written notice. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:
- In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations,. conditions-or services/specifications required in this Contract;
- In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

The City cannot accept the removal of this language as we do receive federal grants for City use.

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Section 'H. Standard Terms and Conditions Paragraph H42 Termination of Contract

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, and State ~~and Federal~~ funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

3. **The City would like to interview Cintas Corporation to discuss the below items:**
   - Possible Storage Solutions
   - Performance Guarantees
   - Drop off and Pick-up Procedures
   - Pricing RE: Mats and Towels

   Please choose from the following dates and times and a TEAMS meeting invite will be sent to you:
   - Thursday 3/3/2022 1:00 PM – 2:30 PM Local AZ TIME
   - Tuesday 3/8/2022 1:00 PM – 2:30 PM Local AZ TIME
   - Thursday 3/10/2022 10:00 AM – 11:30 AM Local AZ TIME

   Please provide a response by end of business on February 22, 2022, regarding the interview date and time.

Omnia Partners will be reaching out to Cintas Corporation separately to discuss the Administration Agreement.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response regarding the **Best and Final Pricing** and **Exceptions to Contract Provisions** to my attention via e-mail to Ladd.Lyons@tucsonaz.gov on or before **Tuesday, March 1, 2022 at 5:00 PM.** Please contact me via e-mail or at (520) 837-4113 with questions regarding the items above.

Sincerely,

Ladd Lyons
Contract Officer

Attachments: One (1)
222886 Best and Final Price Proposal

BUSINESS SERVICES DEPARTMENT
SHARED SERVICES – PROCUREMENT
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

City of Tucson Pricing - BEST AND FINAL OFFER

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.					0	0	
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue Orange.					0	0	
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.					0	0	
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.					0	0	
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.					0	0	
6.	EA	Shirts, 65% Polyester - 35% Cotton, Short Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.					0	0	
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.					0	0	
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.					0	0	
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pique, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors: Determined upon award.					0	0	
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors: Determined upon award.					0	0	
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors: Determined upon award.					0	0	
12.	EA	Jacket, Industrial, Zipper Closure. Colors: Dark Blue, Hunter Green.					0	0	
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors: Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.					0	0	
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors: Dark blue, Hunter Green, Charcoal.					0	0	
15.	PR	Pant, Painters, 100% Cotton. Color: White.					0	0	
16.	EA	Lab Coat, Industrial, 65% Polyester, 35% Cotton, Long Sleeve, 2 pockets, button down. Color: White.					0	0	
17.	EA	Patches - City Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls.	ONE-TIME COST				0	0	
18.	EA	Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls.	ONE-TIME COST				0	0	
19.	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.	ONE-TIME COST				0	0	
20.	EA	Patches - Name, Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls.	ONE-TIME COST				0	0	
21.	EA	Bath Towels, Absorbent, white, cotton, loop weave, approximately 20" x 40".					0	0	
22.	EA	Dish Towels, White Cotton or Microfiber, approximately 12" x 20".					0	0	
23.	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings.					0	0	
24.	EA	Floor Mats, 3' x 4', rubberized backing, good quality, black, gray or brown.					0	0	
25.	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown.					0	0	
26.	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown.					0	0	
27.	EA	Floor Mats, 4' x 6', rubberized backing, good quality, dark blue, black, mocha, grey or brown.					0	0	
28.	EA	Anti -Fatigue Mats, 2 ½' x 3', nitride rubber, black.					0	0	
29.	EA	Scraper Mats, 3' x 5', skid resistant, black					0	0	
30.	EA	Safety Mats, 3' x 5'					0	0	
31.	EA	Flow-Thru Shower Mat, 3' x 5', rubber, slip resistant, black.					0	0	
32.	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size, color change, or from short sleeve to long sleeve garment permitted one-time per year per City employee.	ONE-TIME COST				0	0	N/A
					GRAND TOTAL:		0	0	

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City of Tucson Pricing - City Owned

	U/M	Description	Unit Cost	Extension
	EA	Weekly laundering of City-Owned Jacket, if required.	$	$
	EA	Weekly laundering of City-Owner Safety Vests, if required.	$	$
	EA	Application/Sewing of City-Provided Patches to Contractor-furnished clothing , if required.	$	$

City of Tucson Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

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City of Tucson - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins		
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

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City of Tucson Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops		
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

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City of Tucson Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	
*Catalog(s) Name:*_____ *Catalog(s) Name:*_____ *Online Catalog Website:*_____	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.	
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.	
Describe how rental uniforms are amortized and how Replacement Charges are calculated.	
Describe how emergency requests for uniforms are handled.	

Items not specifically listed in catalogs are available under the contract as "specialty items."

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*		**Purchase** *indicate if Purchase is not available in a category with "n/a"*	
	Regular Size	**Extended Size**	**Regular Size**	**Extended Size**
Industrial Wear				
Belts				
Coveralls				
Jackets				
Pants				
Shirts				
Shorts				
Safety and Protective Wear (including Flame Resistant clothing)				
Belts				
Coveralls				
Jackets				
Pants				
Shirts				
Arc Suit				
Vests				
Caps and Headwear				
Corporate Casual Wear				
Accessories				
Belts				
Dresses				
Jackets				
Pants				
Polo's and T-shirts				
Sweatshirts				
Shirts				
Skirts				
Slacks				
Sweaters				
Vests				
Executive Wear				
Accessories				
Belts				
Blazers				
Blouses/Tops				
Dresses				
Jackets				
Neckwear				
Pants				
Shirts				
Skirts				
Slacks				
Sweaters				
Vests				
Healthcare				
Lab Coats				
Scrubs, top				
Scrubs, pant				
Chef and Kitchen Wear				
Aprons				
Caps and Headwear				
Chef Coats				
Neckwear				
Chef Pants				
Shirts				
Food Service				
Aprons				
Belts				
Blouses/Tops				
Caps and Headwear				
Shirts				
Pants				
Shorts				
Skirts				
Housekeeping				
Aprons				
Dresses				
Pants				
Shirts & Tunics				
Outerwear				
Caps and Headwear				
Coats				
Gloves				
Jackets				
Sweat Shirts				
Swimwear				
Other:				
Laundry Racks				
List other product categories not listed above and their corresponding discount				

State the name of the Price List from which discounts shall be taken: _____

Submit instructions on accessing your on-line Price List or Catalog with your proposal.

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National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

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National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops		
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

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National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins		
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

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National Pricing - Miscellaneous

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Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	
*Catalog(s) Name:*_____ *Catalog(s) Name:*_____ *Online Catalog Website:*_____	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.	
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.	
Describe how rental uniforms are amortized and how Replacement Charges are calculated.	
Describe how emergency requests for uniforms are handled.	

Items not specifically listed in catalogs are available under the contract as "specialty items."

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4. Cintas Corporation No.2's Response to RFP#222886

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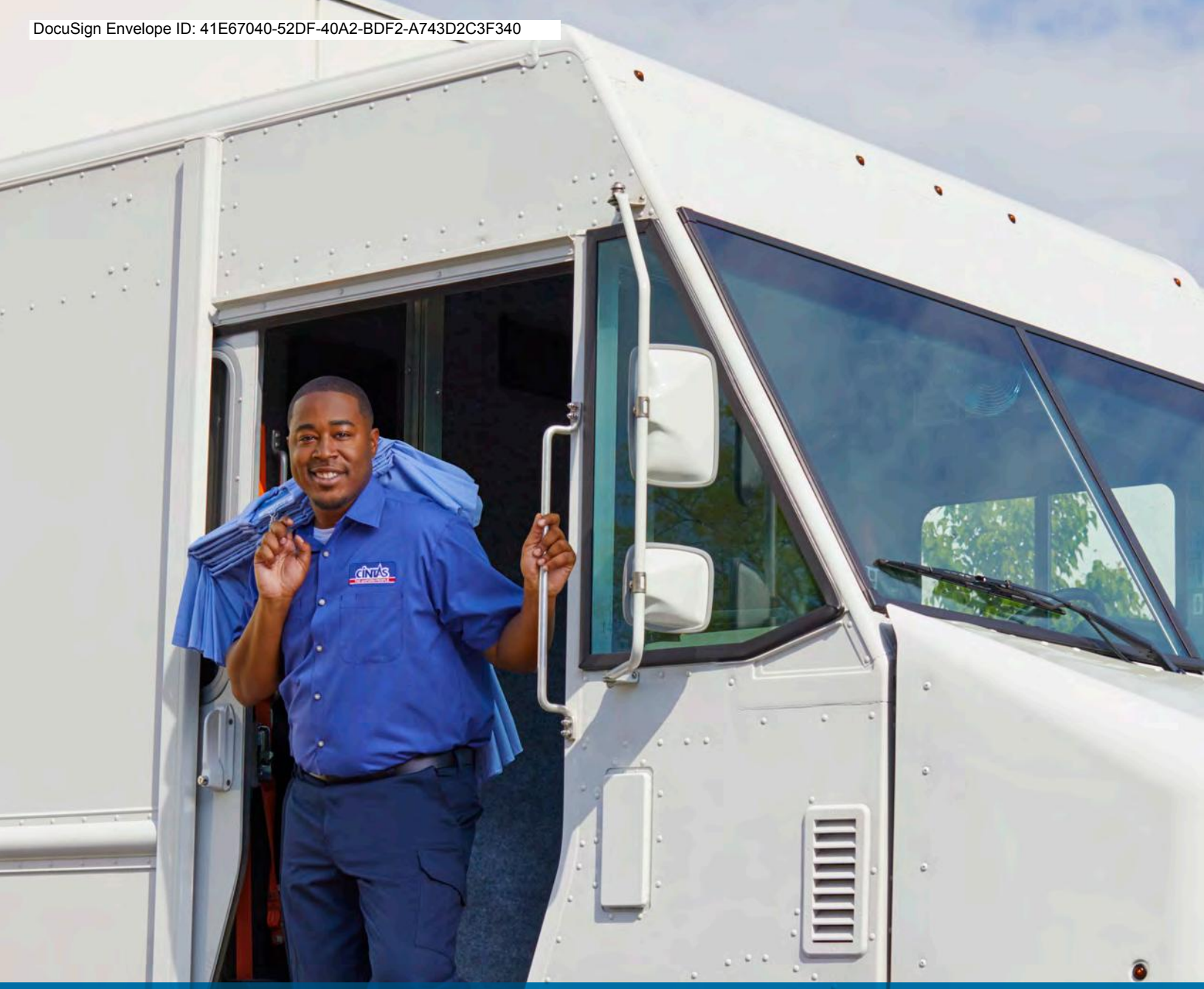

Cintas Proposal | Solicitation 222886

Brett Herzog
Major Account Manager
Cintas Corporation
December 15, 2021

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Completed offer and acceptance form

CINTAS®
READY FOR THE WORKDAY®

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OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Cintas Corporation No.2
Company Name

23345 N 23rd Ave Suite 170
Address

Phoenix AZ 85027
City State Zip

Signature of Person Authorized to Sign

Printed Name

Major Account Manager-Government
Title

For clarification of this offer, contact:

Name: Brett Herzog

Title: Major Account Manager-Government

Phone: (949) 910-1718

Fax:

E-mail: HerzogB2@cintas.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 222886-01.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 15th day of July 20 22

Regina Nassen for
As Tucson City Attorney and not personally personally

Awarded:

This 12th day of July 20 22

Nathan Dawson
As Director of Business Services and not

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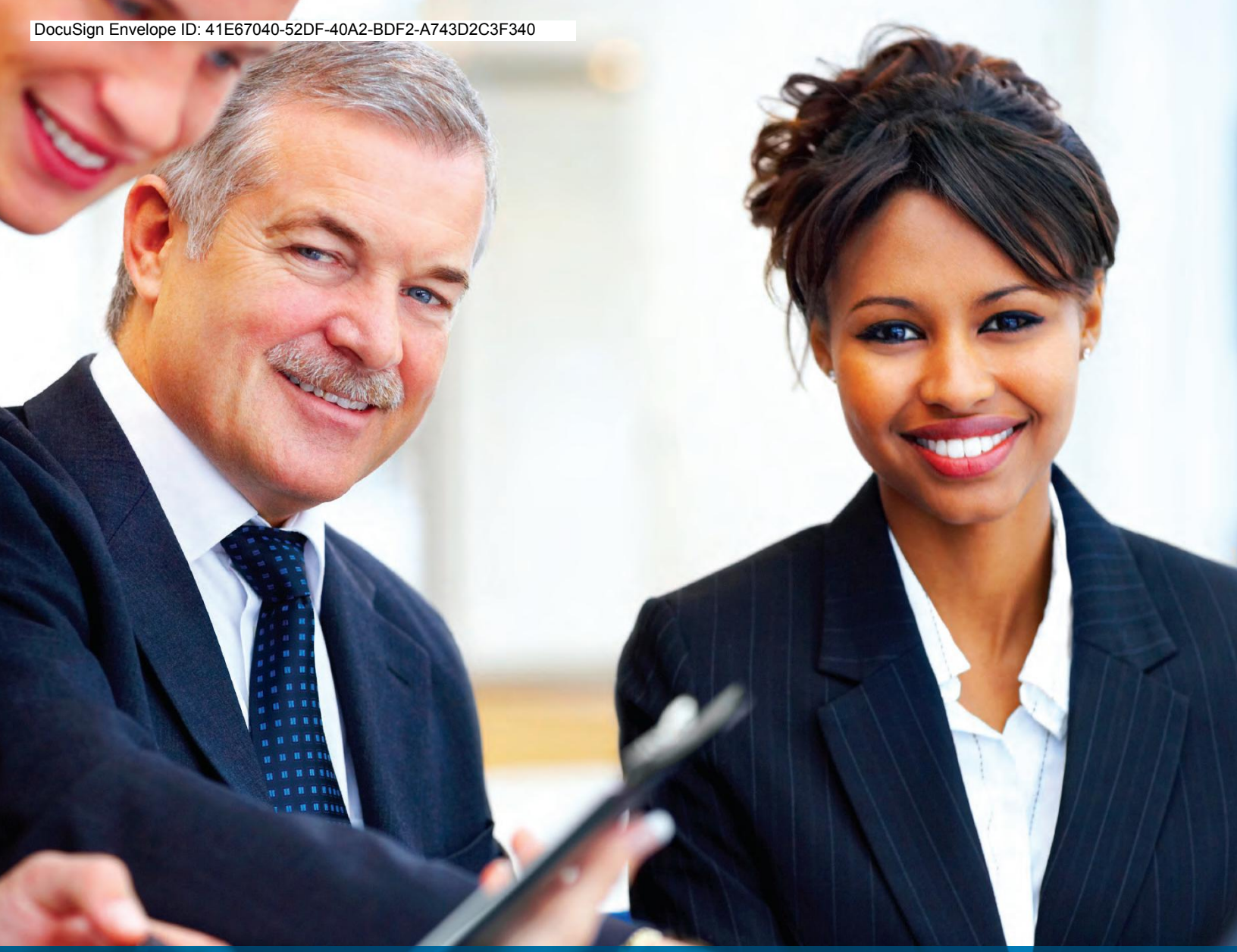

Signed ammendments

CINTAS®
READY FOR THE WORKDAY®

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CITY OF TUCSON

BUSINESS SERVICES DEPARTMENT

REQUEST FOR PROPOSAL NO. 222886

RENTAL OF UNIFORMS, FLOOR MATS, MOPS, TOWELS, AND RELATED SERVICES

AMENDMENT NO. 01

DATE ISSUED: **12/03/2021**

The referenced document has been modified as per the attached Amendment.

Please sign this Amendment where designated and return the executed copy with your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to LADD LYONS, Contract Officer at (520) 837- 4113 or LADD.LYONS@TUCSONAZ.GOV.

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REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
Phone: (520) 837- 4113
ISSUE DATE: December 3, 2021

RFP NO. **222886**
RFP AMENDMENT NUMBER: ONE (1)

DUE DATE: DECEMBER 15, 2021 at 2:00 PM local Arizona time
RESPONSIBLE CONTRACT OFFICER: LADD LYONS

RENTAL OF UNIFORMS, FLOOR MATS, MOPS, TOWELS, AND RELATED SERVICES

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR PROPOSAL.
THIS RFP IS AMENDED AS FOLLOWS:

ITEM ONE (1): DUE DATE: The Due Date shall remain December 15, 2021, at 2:00 p.m. Local AZ Time.

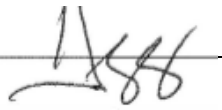
ITEM TWO (2): QUESTIONS & ANSWERS: The City has received the following Questions. Answers are as follows:

1) **How many floor mat delivery locations are anticipated?**

ANSWER: Approximately 35-40.

ITEM THREE (3): LIVING WAGE REQUIRMENTS: All living wage requirements and references to the living wage shall be removed in its entirety fequest for proposal.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature  12/3/2021	Cintas Corporation No.2
	Company Name
Brett Herzog	23345 N 23rd Ave Suite 170
Print Name and Title	Address
	Phoenix AZ 85027
	City State Zip

DocuSign Envelope ID: 41E67040-52DF-40A2-BDF2-A743D2C3F340

Response to evaluation criteria and pricing

1. Transmittal Letter
2. Method of Approach
3. Qualifications and Experience
4. Price Proposal
5. Deviations and Exceptions

CINTAS®
READY FOR THE WORKDAY®

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	**Lost/Replacement Rates	**Purchase Unit Cost
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long	$ 0.28	$ 0.16	$ 3.11	$ 1.76	$ 34.06	$ 27.00
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue Orange.	912	36-56, 40-52 Long	$ 0.28	$ 0.16	$ 3.11	$ 1.76	$ 25.99	$ 27.00
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	$ 0.59	$ 0.16	$ 6.48	$ 1.76	$ 46.20	$ 29.00
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	$ 0.59	$ 0.16	$ 6.48	$ 1.76	$ 46.20	$ 29.00
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long	$ 0.19	$ 0.16	$ 2.11	$ 1.76	$ 17.00	$ 12.00
6.	EA	Shirts, 65% Polyester - 35% Cotton, Short Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long	$ 0.19	$ 0.16	$ 2.11	$ 1.76	$ 17.00	$ 12.00
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL	$ 0.28	$ 0.16	$ 3.11	$ 1.76	$ 20.39	$ 17.00
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL	$ 0.28	$ 0.16	$ 3.11	$ 1.76	$ 20.39	$ 17.00
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pizue, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors: Determined upon award.	275	S-5XL, L-5XL Long	$ 0.39	$ 0.16	$ 4.24	$ 1.76	$ 31.73	$ 14.00
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors: Determined upon award.	259	S-5XL, L-5XL Long	$ 0.25	$ 0.16	$ 2.75	$ 1.76		$ 18.00
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors: Determined upon award.	259	S-3XL	$ 0.25	$ 0.16	$ 2.75	$ 1.76	$ 31.73	$ 12.00
12.	EA	Jacket, Industrial, Zipper Closure. Colors: Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long	$ 0.45	$ 0.16	$ 4.98	$ 1.76	$ 35.13	$ 25.00
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors: Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50	$ 0.22	$ 0.16	$ 2.37	$ 1.76	$ 20.39	$ 16.00
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors: Dark blue, Hunter Green, Charcoal.	340	28-56	$ 0.39	$ 0.16	$ 4.24	$ 1.76	$ 26.51	$ 18.00
15.	PR	Pant, Painters, 100% Cotton. Color: White.	945	30-50	$ 0.22	$ 0.16	$ 2.37	$ 1.76	$ 20.39	$ 20.00
16.	EA	Lab Coat, Industrial, 65% Polyester, 35% Cotton, Long Sleeve, 2 pockets, button down. Color: White.	72174	XS-6XL	$ 0.27	$ 0.16	$ 2.98	$ 1.76	$ 28.33	$ 18.00
17.	EA	Patches - City Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls.	N/A	N/A	Local Pricing	$ -	Local Pricing	$ -	Local pricing	Local pricing
18.	EA	Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls.	N/A	N/A	Local Pricing	$ -	Local Pricing	$ -	Local pricing	Local pricing

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City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	**Lost/Replacement Rates	**Purchase Unit Cost
19.	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.	N/A	N/A	Local Pricing	$ -	Local Pricing	$ -	Local pricing	Local pricing
20.	EA	Patches - Name, Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls.	N/A	N/A	Local Pricing	$ -	Local Pricing	$ -	Local pricing	Local pricing
21.	EA	Bath Towels, Absorbent, white, cotton, loop weave, approximately 20" x 40".	TBD	N/A	$ 0.55	$ -	$ 0.55	$ -		N/A
22.	EA	Dish Towels, White Cotton or Microfiber, approximately 12" x 20".	2700	N/A	$ 0.14	$ -	$ 0.14	$ -	$ 1.33	N/A
23.	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings.	7433	N/A	$ 0.12	$ -	$ 0.12	$ -	$ 2.45	N/A
24.	EA	Floor Mats, 3' x 4', rubberized backing, good quality, black, gray or brown.	843XX	N/A	$ 3.25	$ -	$ 3.25	$ -	$ 45.90	N/A
25.	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown.	843XX	N/A	$ 3.25	$ -	$ 3.25	$ -	$ 45.90	N/A
26.	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown.	840XX	N/A	$ 4.78	$ -	$ 4.78	$ -	$ 91.79	N/A
27.	EA	Floor Mats, 4' x 6', rubberized backing, good quality, dark blue, black, mocha, grey or brown.	844XX	N/A	$ 2.14	$ -	$ 2.14	$ -	$ 71.39	N/A
28.	EA	Anti -Fatigue Mats, 2 ½' x 3', nitride rubber, black.	1801	N/A	$ 1.71	$ -	$ 1.71	$ -	$ 58.93	N/A
29.	EA	Scraper Mats, 3' x 5', skid resistant, black	2477	N/A	$ 2.75	$ -	$ 2.75	$ -	$ 45.90	N/A
30.	EA	Safety Mats, 3' x 5'	84302	N/A	$ 3.68	$ -	$ 3.68	$ -	$ 73.66	N/A
31.	EA	Flow-Thru Shower Mat, 3' x 5', rubber, slip resistant, black.	1810	N/A	$ 2.75	$ -	$ 2.75	$ -	$ 95.00	N/A
32.	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size, color change, or from short sleeve to long sleeve garment permitted one-time per year per City employee.	One Time Cost	N/A	$ 1.25	$ -	$ 1.25	$ -	N/A	N/A
				GRAND TOTAL:			**$ 82.67**	**$ -**		

Pricing will be discounted by 2% for each year the City of Tucson is willing to add to the proposed 36 month term of the agreement. For example, for a 4 year term, unit pricing would be reduced by 2%. For a 5 year term, unit pricing would be reduced by 4% (2 % for each of the additional years).

****We have included the lost replacement rates for each of the items listed. Purchase rates for garments listed are for garments that meet the required specifications but are not manufactured for an industrial wash.***

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City of Tucson Pricing - City Owned

	U/M	Description	Unit Cost	Extension
	EA	Weekly laundering of City-Owned Jacket, if required.	$ 1.50	$
	EA	Weekly laundering of City-Owner Safety Vests, if required.	$ 1.50	$
	EA	Application/Sewing of City-Provided Patches to Contractor-furnished clothing , if required.	n/a	$

Cintas has the ability to apply emblems but the pricing will be determined on a case by case basis.

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City of Tucson Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats		n/a
Scraper Mats		n/a
Safety Mats		n/a
Flow - Thru Shower Mats		n/a
Bar Mats		n/a
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

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City of Tucson - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins	n/a	n/a
Bed Linens	n/a	n/a
Towels and Wiping Cloths		n/a
Industrial Towels		n/a
Towel Cans		n/a
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

****N/A denotes products that Cintas does not rent.***

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City of Tucson Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops		n/a
Wet Mops		n/a
Handles for Mops		n/a
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.**

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City of Tucson Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	****Cintas proposed pricing is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc. Items utilized outside of the contracted items herein will receive 10% off of Cintas National book pricing.***
*Catalog(s) Name:*_____ *Catalog(s) Name:*_____ *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	n/a
Custom embroidering of logos and/or names	n/a
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	n/a
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	n/a
Application of a new patch or emblem to a garment, heat sealed or sewn.	n/a
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	n/a
Uniform color change per garment (e.g. change one shirt from grey to blue)	n/a
Steam Tunneling garments	No Charge
Pressing of garments	n/a
Garment Loss Protection Program	n/a
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$ 0.16
Uniform Advantage	Local Pricing
Emblem/Prep Advantage	Local Pricing
Minimum Stop	$ 35.00
Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.	

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Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the customer locations via a "Program Requirements Document." The details of the program are set up in our central computer. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

Cintas proposed pricing is structured to allow any participating agency, regardles of size, volume etc. to benefit from the same competitive and consistent rates.

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Exclusive Cintas Uniforms						
Description	Item Number	Service	Inventory	Unit Price	Pricing Option	Image of Garment
CARHARTT FR CARP JN	290	Rental	1	$ 0.62	Ceiling	
CARHARTT FR WORK SH	294	Rental	1	$ 0.47	Ceiling	
CARHARTT SHIRT	384	Rental	1	$ 0.37	Ceiling	
WOMENS PANT SUSAN	390	Rental	1	$ 0.30	Ceiling	
CARHARTT FR CVRL	391	Rental	1	$ 0.99	Ceiling	
WOMENS PANT CATHY	395	Rental	1	$ 0.30	Ceiling	
Carhartt Rugged Flex-Shirt	396	Rental	1	$ 0.52	Ceiling	
FR SHIRT CARHARTT W E-VIS	59392	Rental	1	$ 0.48	Ceiling	
POLO WMNS POLY SS	66275	Rental	1	$ 0.38	Ceiling	

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Carhartt Rugged Flex-Pant	74533	Rental	1	$ 0.47	Ceiling	
FR SHRT/CRHRT ANSI 3	59294	Rental	1	$ 1.23	Ceiling	
FR Bomber Jacket W/EVIS	9585	Rental	1	$ 1.31	Ceiling	

Facility Services Items					
Description	Item Number	Service	Inventory	Unit Price	Pricing Option
36"MICROFBR MOP HEAD	7001	Rental	1	$ 0.50	Ceiling
12"MICROFIBER MOP OR	7116	Rental	1	$ 0.20	Ceiling
12"x12" MICROFIBER WIPER (BLUE)	7432	Rental	1	$ 0.18	Ceiling
12"x12" MICROFIBER WIPER (Orange)	7433	Rental	1	$ 0.18	Ceiling
16" x 16" MICROFIBER WIPER (WHITE)	7717	Rental	1	$ 0.18	Ceiling
MICROFIBER TUBE MOP	8020	Rental	1	$ 2.52	Ceiling
1000 MOISTURE SP RFL	9313	Rental	1	$ 2.24	Ceiling
HVY DTY SCRUB SVC	9314	Rental	1	$ 2.24	Ceiling
AB GEL SOAP SERVICE	9332	Rental	1	$ 1.68	Ceiling
DUALCHAMBERMOPBUCKET	9581	Rental	1	$ 2.80	Ceiling
PULSE MOP	9582	Rental	1	$ 1.96	Ceiling
3X5 TRAFFIC MAT GRNT	10196	Rental	1	$ 2.24	Ceiling
3X5 LOGO MAT	84301	Rental	1	$ 2.69	Ceiling
3X5 SAFETY MAT	84302	Rental	1	$ 3.64	Ceiling
HAND SANITIZER - 1000 ml	9322	Rental	1	$ 3.08	Ceiling
2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	7600	Rental	1	$ 50.39	Ceiling
FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	7619	Rental	1	$ 25.20	Ceiling
CHEMICAL DISPENSER MAINTENANCE FEE*	7500	Rental	1	$ 3.02	Ceiling
3 COMPART SINK MAINTENANCE FEE*	7550	Rental	1	$ 3.02	Ceiling
FOAMING CHEMICAL MAINTENANCE FEE*	2294	Rental	1	$ 3.02	Ceiling
FC1 - HEAVY DUTY FLOOR CLEANER	2271	Rental	1	$ 1.41	Ceiling
FC2 - BIO-BASED FLOOR CLEANER	2274	Rental	1	$ 1.71	Ceiling
FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	2282	Rental	1	$ 2.82	Ceiling
FC4 - NEUTRAL FLOOR CLEANER	2272	Rental	1	$ 0.81	Ceiling
RR1 - HEAVY DUTY RESTROOM CLNR / DISINFECT - MOP BUCKET	2295	Rental	1	$ 1.56	Ceiling
GL1 - GLASS & MULTI-SURFACE CLEANER	2275	Rental	1	$ 2.02	Ceiling
RR1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	2276	Rental	1	$ 3.07	Ceiling
OC1 - ODOR COUNTERACTANT / FABRIC FRESHENER	2277	Rental	1	$ 6.05	Ceiling
FC1 - HEAVY DUTY CLEANER - BOTTLE	7544	Rental	1	$ 1.41	Ceiling

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National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*		**Purchase** *indicate if Purchase is not available in a category with "n/a"*	
	Regular Size	**Extended Size**	**Regular Size**	**Extended Size**
Industrial Wear				
Belts	n/a	n/a	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Coveralls			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Jackets			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Pants			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shirts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shorts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Safety and Protective Wear (including Flame Resistant clothing)				
Belts	n/a		0-500 = 5%, 501-1,000 = 10% 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Coveralls			0-500 = 5%, 501-1,000 = 10% 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Jackets			0-500 = 5%, 501-1,000 = 10% 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Pants			0-500 = 5%, 501-1,000 = 10% 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shirts			0-500 = 5%, 501-1,000 = 10% 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Arc Suit			0-500 = 5%, 501-1,000 = 10% 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Vests			0-500 = 5%, 501-1,000 = 10% 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Caps and Headwear	n/a		0-500 = 5%, 501-1,000 = 10% 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Corporate Casual Wear				
Accessories	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Belts	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Dresses	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Jackets			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Pants			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Polo's and T-shirts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Sweatshirts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shirts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Skirts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Slacks			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Sweaters			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Vests			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Executive Wear				
Accessories	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Belts	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Blazers	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Blouses/Tops	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Dresses	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Jackets			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Neckwear	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Pants			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shirts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%

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Skirts	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Slacks	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Sweaters	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Vests	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Healthcare				
Lab Coats			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Scrubs, top			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Scrubs, pant			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Chef and Kitchen Wear				
Aprons			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Caps and Headwear			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Chef Coats			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Neckwear	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Chef Pants			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shirts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Food Service				
Aprons			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Belts	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Blouses/Tops			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Caps and Headwear	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shirts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Pants			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shorts			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Skirts	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Housekeeping				
Aprons			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Dresses	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Pants			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Shirts & Tunics			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Outerwear				
Caps and Headwear	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Coats			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Gloves	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Jackets			0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Sweat Shirts	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Swimwear	n/a		0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%	0-500 = 10%, 501-1000 = 15%, 1,001-5,000 = 20%
Other:				
Laundry Racks	n/a			N/A
List other product categories not listed above and their corresponding discount				

All products and services are available to the City of Tucson

State the name of the Price List from which discounts shall be taken: **TBD**
Submit instructions on accessing your on-line Price List or Catalog with your proposal.

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National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

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National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops		
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.**

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National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins	n/a	n/a
Bed Linens	n/a	n/a
Towels and Wiping Cloths	n/a	n/a
Industrial Towels		n/a
Towel Cans		n/a
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

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National Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	****Cintas proposed pricing is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc. Items utilized outside of the contracted items herein will receive 10% off of Cintas National book pricing.***
*Catalog(s) Name:*_____ *Catalog(s) Name:*_____ *Online Catalog Website:*	
Agency Owned Garment - Contractor Laundered	n/a
Custom embroidering of logos and/or names	n/a
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	n/a
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	n/a
Application of a new patch or emblem to a garment, heat sealed or sewn.	n/a
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	n/a
Uniform color change per garment (e.g. change one shirt from grey to blue)	n/a
Steam Tunneling garments	No Charge
Pressing of garments	n/a
Garment Loss Protection Program	n/a
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$ 0.16
Uniform Advantage	Local Pricing
Emblem/Prep Advantage	Local Pricing
Minimum Stop	$ 35.00
Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.	

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Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the customer locations via a "Program Requirements Document." The details of the program are set up in our central computer. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

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Deviations & exceptions

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Section G. Special Terms and Conditions Paragraph G.1 The Commercial General Liability Section G.1.B

B. ~~The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing. C.~~ Provide and maintain minimum insurance limits as applicable.

Section G. Special Terms and Conditions Paragraph G.6 Additional Insurance Requirements Sections G6 A. B. and C.

~~All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:~~

~~A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).~~

~~B.~~A. ~~The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory~~.

~~C.~~B. ~~Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.~~ Intentionally omitted.

Section G. Special Terms and Conditions Paragraph G.9 Verification of Coverage

G.9. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance ~~(ACORD form or equivalent approved by the City of Tucson)~~ as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and ~~two~~ one (12) year~~s~~ after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

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Section H. Standard Terms and Conditions Paragraph H.12 Default In One Installment To Constitute Total Breach

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, and Contractors failure to cure such nonconformance or default within a reasonable time of written notice, may constitute breach of the Contract. Failure to cure any Noncompliance within a reasonable period of time from written notice may be deemed a cause for possible Contract termination.

Section H. Standard Terms and Conditions Paragraph H.17 Force Majeure

H.17. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including pandemics, epidemics, quarantines, government regulations, orders or shutdowns, boarder closures, trade embargos and labor shortages. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be emailed, hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Section H. Standard Terms and Conditions Paragraph H.20 Indemnification

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H.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, ~~defend,~~ indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from ~~or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees~~and only to the extent aused by Contractors negligence or willful misconduct. ~~It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson~~.

Flame Resistant Garments. City of Tucson agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CITY OF TUCSON ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CITY OF TUCSON'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. City of Tucson agrees to notify all employees and other agents of City of Tucson who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. City of Tucson acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of City of Tucson. Further, City of Tucson releases Contractor from any and all liability that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. City of Tucson hereby agrees to defend, indemnify and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from City of Tucson's or its employees' use of the FRC.

High Visibility Garments. City of Tucson bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. City of Tucson acknowledges and understands that the Garments alone do not ensure visibility of the wearer. City of Tucson further acknowledges that Contractor is relying upon City of Tucson to determine whether any Garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. City of Tucson acknowledges that Contractor has made no other representations, covenants or warranties, whether express or implied, related to the Garments. Further, City of Tucson hereby releases Contractor from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend, indemnify, and hold the Contractor harmless from any claims that result or might result from any such failure.

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Section H. Standard Terms and Conditions Paragraph H32 Provisions Required By Law

H.32. PROVISIONS REQUIRED BY LAW

Intentionally omitted.

Section H. Standard Terms and Conditions Paragraph H33 Records

Contractor shall, at all times during the term of this Contract and for a period of ~~three years~~one year after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Liquidated Damages

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

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CITY OF TUCSON

CINTAS READY FOR THE WORKDAY®

Section H. Standard Terms and Conditions Paragraph H35 Right to Audit

H.35. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. Such audit will be at the sole and total cost of the City. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, but only for a period of one year after completion or termination, and at ~~Contractor's~~ City's own expense

make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit finds a 5% discrepancy, the Contractor is liable to the City for the payment of ~~any sum~~that discrepancy, ~~Contractor~~ and shall promptly pay. ~~y such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid.~~ Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

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CITY OF TUCSON

CINTAS READY FOR THE WORKDAY®

Section H. Standard Terms and Conditions Paragraph H42 Termination of Contract

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract and if Contractor fails to cure any of the defaults herein within a reasonable time of written notice. . The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
  The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, and State ~~and Federal~~ funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

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Getting the most out of your uniform program

Having your employees turn in their garments every week is crucial, because it allows us to professionally launder, inspect, repair and proactively upgrade garments as needed — and helps keep their uniforms well-maintained.

PROGRAM START

At the beginning of your program, each of your employees will be issued 11 pants and 11 shirts, including any combination of short and long-sleeve. For best results, your employees should turn in their ready-to-be-laundered garments the night before your scheduled Cintas pick-up day.

5 Garments worn
(1 for each day of the workweek)

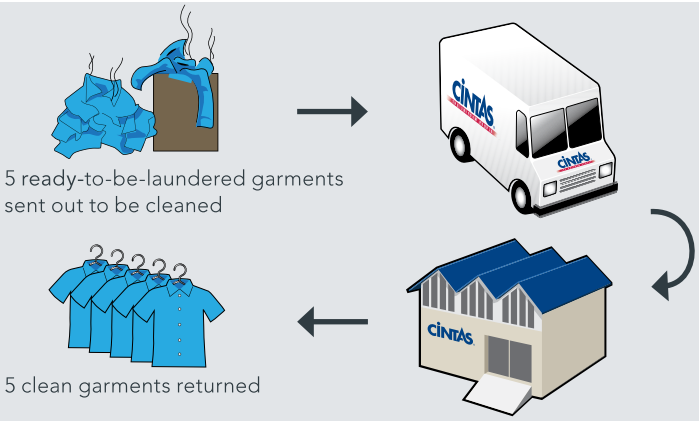
5 Garments being cleaned by Cintas every week

1 Extra garment
(employee is currently wearing)

11 Garments Total

WEEKLY SERVICE

Your employees will simply turn in their ready-to-be-laundered garments every week — so your Cintas Services Sales Representative (SSR) can scan them, pick them up and return their cleaned garments from the previous week.

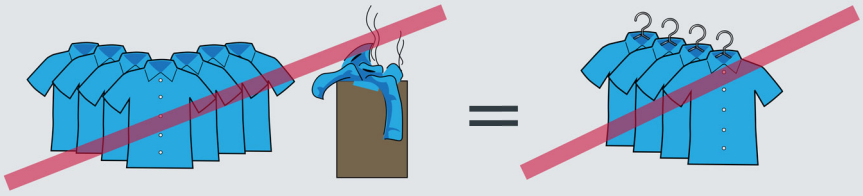


5 ready-to-be-laundered garments sent out to be cleaned

5 clean garments returned

WHAT TO AVOID

Important reminder for your employees: if they turn in more than 5 sets of ready-to-be-laundered garments in one week, they may not have enough clean garments to wear the following week.



This week: 7 ready-to-be-laundered garments go back to Cintas to be cleaned

Next week: 4 clean garments left — **NOT ENOUGH**

The scenarios above are based on an inventory of 11 uniforms per employee, but you can adjust this according to how many uniforms your employees receive — which depends on their number of workdays each week.

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Facility Services

HOW THE SERVICE WORKS

A sparkling clean facility always makes a great impression — and your Cintas Service Sales Representative (SSR) is here to help you achieve that through scheduled service visits.

Depending on your needs, your service can be weekly, every other week or monthly. And your program is flexible too, allowing you to make adjustments by simply notifying your SSR or local Cintas location.

HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

1. Cintas Representative arrives at your facility and checks in with you.

2. Ready-to-be-laundered items are removed.

3. Clean items are delivered and replaced.

4. Inventory Management
   - Soap and paper products are restocked as needed.
   - Dispensers are checked to make sure they're functioning properly.

5. SSR checks in with management to ensure satisfaction.

6. Items are brought back to our facility to be professionally laundered and inspected.

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Signet® cleaning chemical service

HOW THE SERVICE WORKS

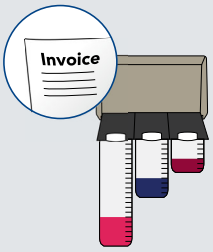
Skip having to mix chemicals or store bulky containers and let our innovative system provide precise dispensing that delivers an optimal clean while reducing waste.

Scheduled service visits replenish your chemicals weekly, every other week or monthly. And your program is flexible too, allowing you to make adjustments by simply notifying your Service Sales Representative (SSR) or local Cintas location.

HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

1. Cintas Representative arrives at your facility and checks in with you.

2. Referring to your last invoice, your SSR reviews the amount of cleaning chemicals you've used since their last visit — making sure your cleaning habits haven't changed.



3. Inventory Management
   - Cleaning chemicals are refilled as needed.
   - Dispensers are checked to make sure they're functioning properly.

4. SSR checks in with management to ensure satisfaction.

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Need more mats during the winter? We've got you covered.

Many public agencies need to change out their mats more frequently during the winter. With that in mind, we've created our **seasonal mat change-out program** — giving you the opportunity to increase your mat quantities during the months of November through March.

Increasing your mat quantity or change-out frequency is easy. Just let your Cintas Service Sales Representative (SSR) know that you'd like those adjustments made before your next scheduled service, and you'll see that new quantity or frequency reflected on your next SSR visit.

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First Aid & Safety cabinets

HOW THE SERVICE WORKS

Take steps to make bandages, over-the-counter medication and other first aid supplies readily available to your employees — so they can treat their minor injuries and stay productive. By relying on our van-delivered service, you'll have peace of mind that your selected supplies will be in stock.

HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

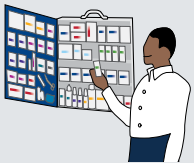
1. Cintas Representative arrives at your facility and checks in with you.

2. Unique barcode on each cabinet is scanned.

3. Cintas Representative takes inventory of your first aid products.

4. Used and expired products are replenished.

5. Cabinet is organized and cleaned, and inspection sticker is signed.



6. Cintas Representative checks in with management to ensure satisfaction.

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Safety supplies and personal protective equipment

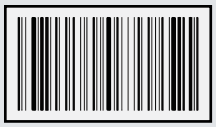
HOW THE SERVICE WORKS

Help prevent workplace injuries with convenient on-site service keeping your selected safety supplies and personal protective equipment (PPE) in stock.

HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

1. Cintas Representative arrives at your facility and checks in with you.

2. Unique barcode is scanned to retrieve your custom-selected fill list.



3. Representative organizes and inventories your PPE and safety products.

4. Supplies and equipment are re-stocked back to pre-determined inventory levels.

5. Cintas Representative checks in with management to ensure satisfaction.

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WaterBreak®

HOW THE SERVICE WORKS

Keep employees and visitors hydrated with **WaterBreak**, an all-in-one service providing consistent, affordable and better-tasting filtered drinking water — without the expense and waste of bottles or heavy plastic jugs.

HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

1. Cintas Representative arrives at your facility and checks in with you.

2. Functional check is performed and internal drain bottle is emptied.

3. Cooler is cleaned, cups are restocked and filter is changed as needed (at least annually).

4. Cintas Representative checks in with management to ensure satisfaction.

UNIFORMS | FACILITY SERVICES | FIRST AID & SAFETY | FIRE PROTECTION

CINTAS® READY FOR THE WORKDAY®

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Automated External Defibrillator (AED)

HOW THE SERVICE WORKS

Be prepared for sudden cardiac arrest (SCA), the number one killer in the workplace, with an AED from Cintas. Your service agreement includes professional installation, training and ongoing support — as well as on-site monthly service.

HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

1. Cintas Representative arrives at your facility and checks in with you.

2. Unique barcode on your AED is scanned, to maintain an electronic service record.

3. Visual inspection is performed, and pads and batteries are checked for expiration dates.

4. If pads or batteries are expired or in need of replacement, they're replaced on the spot.

5. Cintas Representative follows up with you to review the service provided.

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Emergency eyewash service

HOW THE SERVICE WORKS

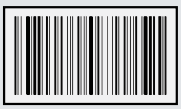
Leave your routine eyewash servicing to professionals, and help make sure your stations are clean and **ready**™ for an emergency. Your quarterly service includes draining, cleaning, disinfecting and refilling with an antimicrobial additive and fresh water.

**This process is for self-contained eyewash units. Service will be different for plumbed units.*

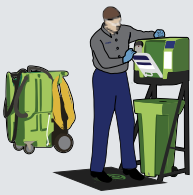
HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

1. Cintas Representative arrives at your facility and checks in with you.

2. Unique barcode on your eyewash station is scanned.



3. Each station is vacuum drained, rinsed and filled with clean water and an antibacterial additive concentrate.



4. Station exteriors are wiped down and cleaned.

5. A functional check and inspection are completed, and a tamper-evident tag is applied.

6. Cintas Representative checks in with management to ensure satisfaction.

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Plumbed eyewash stations

HOW THE SERVICE WORKS

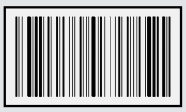
Reduce the risk of aggravating an eye injury during an emergency. Through monthly and annual routine inspections, your Cintas professional is here to help keep your plumbed eyewash stations well-maintained and **ready**™.

To learn more:

HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

1. Cintas Representative arrives at your facility and checks in with you.

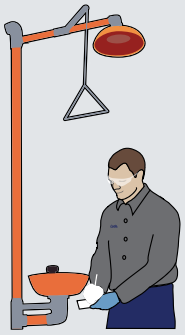
2. Unique barcode on each station is scanned, to maintain an electronic service record.



3. Service inspection is performed.

4. Cintas Representative dates the service tag to verify service has been performed.

   If needed, we'll "red tag" the station(s) and provide a report on our findings — detailing why it didn't pass, so you can create an internal work order to have it fixed.



5. Cintas Representative checks in with management to ensure satisfaction.

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Safety training

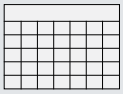
HOW THE SERVICE WORKS

Empower your employees and keep them up-to-date with our training and compliance courses. Flexible options include on-site classroom instruction, online training, digital videos and an online safety management tool.

HERE'S HOW OUR ON-SITE CLASSROOM INSTRUCTION WORKS:

1. Contact your Cintas Account Manager to request an on-site first aid or safety training course.

2. A Cintas training specialist contacts you to schedule the class.



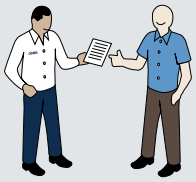
3. Instructor reaches out a few days before the scheduled training to verify date, time and class details.

4. Your requested class is taught.

5. Certification cards are handed out immediately upon class completion.

6. Roster is provided to you.

7. You receive a consolidated invoice and monthly roster report — which can be uploaded into your HR reporting system.



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Fleet replenishment center

HOW THE SERVICE WORKS

No need to feel unprepared if your public agency is on the move. With the Cintas First Aid & Safety Fleet Replenishment Center, you'll keep your mobile first aid kits consistently stocked with the supplies you choose.

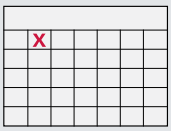
HERE'S HOW YOU KEEP YOUR VEHICLE KIT STOCKED AND READY™ FOR USE:

1. Bring your vehicle first aid kit to the Fleet Replenishment Center.

2. Replace missing and expired items in your vehicle first aid kit using the products in our cabinet.

3. Return your first aid kit to your vehicle.

4. Check your vehicle first aid kit regularly to ensure your products are adequately stocked, and return to the Fleet Replenishment Center when necessary.



5. Your Cintas Representative will regularly stock, maintain, organize and clean your Fleet Replenishment Center.

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Fire Protection

HOW THE SERVICE WORKS

By performing routine inspection and maintenance of your fire protection equipment,* Cintas Fire Protection is here to help you keep your facilities prepared and your equipment **ready**™.

HELPFUL REMINDERS

- **During the implementation of your Fire Protection service**, you'll receive additional communication, as well as information on your main point of contact.
- **Before your first service appointment**, check to see if your fire equipment is accessible and unobstructed — to help make sure equipment doesn't get missed.

HERE'S A LOOK AT A TYPICAL SERVICE VISIT:

1. Your Fire Protection Service Technician arrives on site and reviews services to be performed.

2. All agreed-upon systems and devices are inspected — making sure that applicable requirements are met.

3. Documentation and inspection reports provide proof of service, confirming that no contracted services were missed.

4. Your service technician notes any identified deficiencies for review and repair proposal.

5. Your technician provides a detailed inspection report and any noted deficiencies for your records after service is complete.

** Services offered may vary depending on service location. Services provided are limited to those explicitly contracted for by customer.*

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FACILITIES SOLUTIONS AGREEMENT

Location No._____
Contract No._____
Customer No._____
Main Corporate Code →

Date_____

Customer/Participating Agency _____ Phone_____

Address_____ City_____ State_____ Zip_____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by the City of Tuscon for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem $_____ea • Company Emblem $_____ea
- Customer Emblem $_____ea • Embroidery $_____ea
- COD Terms $_____per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Minimum Charge $_____per delivery.
- Make-Up charge $_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $_____per garment.
- Seasonal Sleeve Change $_____per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $_____
- Payment Terms 2% Discount Net 15 Net 30

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $_____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

__/__☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name_____

By: _____ Please Print Name _____

Title: _____ Please Print Title_____

Accepted-GM: _____ Email_____

SAMPLE

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SUPPLEMENTAL LOCAL ADDENDUM TO PIGGYBACK OF CINTAS CORPORATION NO. 2 CONTRACT #222886 WITH THE CITY OF ROSEVILLE ("Local Addendum")

APPENDIX C

Customer Service Structure

At Cintas, we pride ourselves on being the best uniform and service solutions provider and every one of our 31,000 partners (employees) is dedicated to Customer Satisfaction. But ultimately, our success is measured by your happiness with our service and attention to your needs. In the first year, we will send out a quarterly survey to benchmark our progress in completely satisfying your needs. We will also schedule annual reviews to meet live and ensure we are providing the most secure and efficient solution for your hospital.

For every one of our customers we have a team of people making sure you remain a satisfied Cintas customer. Let us take a minute to describe the roles of each of these individuals.

Major Account Manager (Amanda Smith)
This role was created to better serve our government customers. The Major Account Manager is responsible for upper-level communication with the customer and opportunity development. The Major Account Manager coordinates program implementation and is the primary field contact for your account. Working with other Cintas professionals, the Major Account Manager will set the direction for the team and ensure the highest quality service and program support.

General Manager (Phil Adamson)
The General Manager of each local Cintas Office is responsible for the goodwill of their location's accounts. They are the local point of contact for any questions, concerns, changes or issues your locations might need assistance with. They assure that service is provided to each location in accordance to your agreement.

Service Managers (TBD)
A dedicated Service Manager will be assigned to manage day to day operations with regards to uniforms and floor mat services. If any issues are evident, this service manager can be contacted directly to resolve. If the Service Manager is not available, the General Manager will be available to resolve the issue. Our Sales Service Representatives report directly to the Service Manager to provide our customers with local account management and the highest quality of service.

Sales and Service Representatives (SSR) (TBD)
Service Representatives are the liaison between your individual locations and Cintas' local office. Our Service Representatives are the service experts on your individual locations. They are able to answer questions or service concerns. These partners can help address any immediate concerns

Local Customer Service Team
Cintas provides World Class Customer Service at each of our locations. Our normal hours of operation are 7:00 AM-5:00 PM Monday- Friday. In addition, we offer a 24-hour customer service hotline via email or 1-800 Cintas-1. Emails and voicemails are dispatched to local service centers and responded to within 24 hours.
Handling Customer Requests

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Customer Service

Cintas is committed to providing exceptional service in every step of our process and with each Cintas partner that you interact with. To provide ongoing service, we have developed a *Customer Request System (CRF)* that is in place at each of our facilities. The purpose of CRF is to document and ensure that each customer request is handled properly. The CRF system consists of four parts.

1. Customer call
    a. All customer calls are welcomed and documented in our system
2. Plan of action to properly address the customer's concern
    a. On the first call, an immediate plan of action is agreed upon between the customer and a full-time Cintas Customer Service Representative.
3. Response and resolution
    a. You can be assured of a quick and timely response from our team.
4. Follow up
    a. Cintas is committed to providing world class service to all your employees

Implementation & Transition

Cintas will develop a roll out plan that meets the needs of each facility affiliated with this RFB. Cintas is committed to implementing a program that is seamless and free of any errors. We are committed to providing the highest level of service to your agency.

Below is an overview that will describe the program that we employ to ensure a smooth transition with the highest of service levels.

- Site Assessments

  Cintas will assess each of your facilities (as needed) to determine the exact inventory levels needed to maintain sufficient inventory needs.

- Confirming Requirements

  We use a detailed checklist to make sure we understand all your requirements for the initial implementation and discuss issues that may come up in the future. Cintas ensures that your locations will only receive services that have been authorized.

- Program Rollout

  The program rollout is managed by our local operations team and Service Manager assigned to your program. This individual will coordinate the communication to all your locations as they are complete for routing and delivery.

- Follow-Up

  After the program is installed at each of your locations, a series of follow-up steps takes place. Each location is contacted to ensure that they are satisfied with the installation and a variety of internal audits take place to confirm your requirements have been met. Quarterly meetings are set with the Major Account Manager to ensure your expectations are completely met on the program.

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Work Plan

At contract initiation, a trained sales manager advises a potential customer of the garment program best suited for their applications. This includes special consideration for garments that may need to be segregated.

Soiled garments are retrieved from a customer facility by a Cintas SSR (Service Sales Representative) dedicated to servicing this customer. All soiled garments are segregated by classification (whites, colors, heavy soil, etc.) before they are returned to Cintas, thereby reducing the potential cross-contamination with other soiled garments. The trained Cintas production staff stages the soiled garments for processing in the soil separation area at the Cintas facility. During this process, customers with similar applications are staged together. All repairs and replacements are segregated, and after initial processing, sent to the stockroom for repair and/or replacement.

All wash chemicals used at Cintas for rental service garments are water-soluble and are specially formulated to address decontamination and removal of soil from garments. Fresh, processed water is used flushes and rinses. The final pH of the garment after processing is compatible with the pH range of human skin.
After washing, the clean garments are dried at increased temperatures in dryers. The drying process additionally inhibits microbial bio burden by removing the moisture required for microbial replication and removes them from the garments. Once dried, the garments are staged on auto or manual sortation machines, where they are sorted, inspected, and sent through the steam tunnel (290° - 310°F) for removal of wrinkles, producing a hygienically clean garment. The cleaned, segregated garments are staged, and executive garments are poly bagged by trained operators.

Cintas performs 100% inspection of the garments. At most Cintas facilities the inspection process is performed using patented inspection/workstations. The patented inspection/workstations are ergonomically designed so that a minimum of movement and physical exertion are required by the operator. These special stations were designed and patented by Cintas engineers especially for this application and are unparalleled in comfort, efficiency, and performance in the apparel industry.
Another quality inspection is completed by an employee from the Service Department on the customer's behalf before the garments are returned to the customer. This is done by sampling enough garments to get a statistically valid result. A weekly report is generated with the results of this second audit for the General Manager and Plant Manager to review and make ongoing improvements as needed in the inspection process. This report indicates the number of garments that are repaired and replaced on a weekly basis to guarantee the highest quality.

The entire washing, drying, sorting, packaging, and delivery process is performed in strict accordance with Cintas standard operating procedures. Cintas laundry process facilities are designed for linear process flow to reduce cross-contamination of various customers' soils and contamination of cleaned garments. The unloading of soiled garments is separated from the loading of clean garments. Clean and soiled storage containers are mobile, allowing for rotation, repair, replacement, and sanitization. The interior and exterior of the garment processing facilities are monitored with a pro-active pest control program to provide clean, sanitized garment storage.
Cintas Corporation has always been and will continue to be a processed water-based laundry process. We are concerned about the release of volatile organic compounds into the atmosphere (Which are used in dry-cleaning) and the safety of our employees. Copies of the SDS (Safety Data Sheet) for each chemical used in the laundering of garments are available upon request.

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TruCount™ System

Cintas TruCount™ system allows you to have complete confidence in your uniform program. With remote scanning abilities and on-site reporting functions, you are in full control. Cintas Service Professionals provide reports every week to ensure 100% accountability for every garment. Whether a garment was repaired or still at your facility, you and Cintas will know immediately. Cintas TruCount™ takes the guessing out of your uniform program.

On-site proof of delivery and pickup and receipt to customer.

- The SSR delivers clean garments that were turned in the week prior.
- Dirty garments are scanned individually on-site.
- A receipt is provided showing exactly what was delivered and picked up that week for each employee.
- Repairs, replacements, and other maintenance are ordered on-site through the PRC (Portable Route Computer).
- A history for each barcode can be seen through the PRC.

Garments are processed, sorted, then scanned at Cintas and Report printed for Accuracy.

- Each garment goes through the entire laundry process, finishing up in the sorting section
- Cintas sorts the garments by the route, day, customer and finally the individual wearer.
- Each garment is scanned as ready to be delivered and a report is printed.

Missing garments are reconciled and Garments are scanned & delivered back to customer.

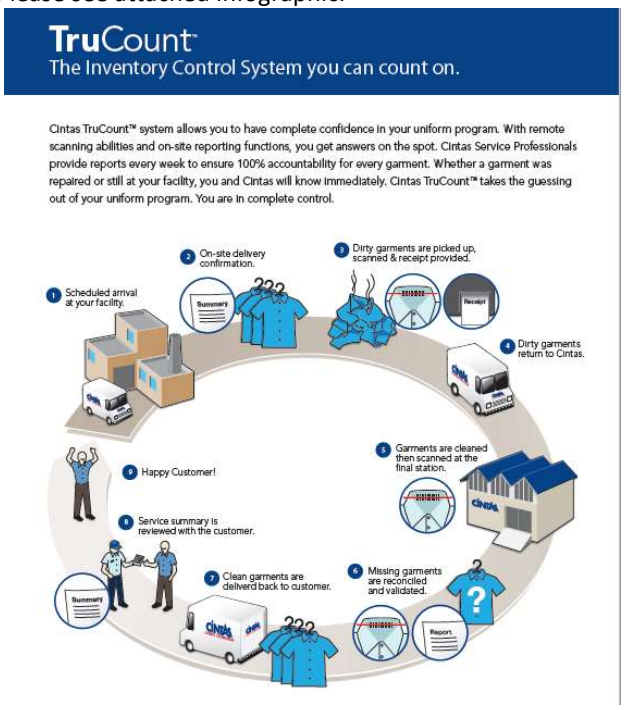
- Garments misplaced or delayed in mending are notified.
- The missing garments are returned to the appropriate customer and employee.

Garments & service summary to customer.

- The SSR delivers the garments and a printed summary of where the garments have been that week.
- Garments that were repaired, replaced, or received other maintenance are noted.

<u>Online Ordering, Tracking and Invoice Capabilities</u>

Please see attached infographic.



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We live in a digital, on-demand world. Your Service Sales Representative (SSR) strives to provide you world class service. We also know urgent needs might arise before your next service visit.

WE'VE INTRODUCED MYCINTAS AS A SOLUTION TO MANAGE YOUR CINTAS ACCOUNT ON YOUR TERMS.

- Real-time visibility
- Convenient 24/7 access
- Create a service request and track the status
- Add uniform wearers
- Manage your facility services products
- View your TruCount™ Service Summary reports
- Send us a message
- Make changes to existing employees
- Shop for additional products and services
- View and pay invoices and statements

myCintas can also be accessed on your tablet or mobile device

CINTAS®
READY FOR THE WORKDAY™

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CINTAS CORPORATION NO. 2

ASSISTANT SECRETARY'S CERTIFICATE

I, Christopher J. Skufca, hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Cintas Corporation No. 2, a corporation duly organized and existing pursuant to the laws of the State of Nevada (the "Company"), and hereby certify as follows:

Attached hereto as Exhibit A is a true, complete and correct copy of the resolutions of the Board of Directors of the Company, duly adopted by unanimous written consent of the Board of Directors dated as of August 25, 2023. The foregoing resolutions have not been amended, modified, revoked or rescinded, and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 25th day of August, 2023.

CINTAS CORPORATION NO. 2

By: _____
Christopher J. Skufca, Assistant Secretary

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EXHIBIT A

ACTION TAKEN IN A WRITING BY ALL OF THE
MEMBERS OF THE BOARD OF DIRECTORS OF
CINTAS CORPORATION NO. 2

The Directors of Cintas Corporation No. 2, a Nevada corporation (the "Company"), do hereby certify that the following is a true and correct record of all actions taken in writing by said Directors of the Company, in lieu of a Special Meeting of the Board of Directors, as of the 25th day of August, 2023.

RESOLVED: That the Company shall have authority to enter into the Contract Purchase Agreement for Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services with the City of Roseville dated September 1, 2023 (the "Agreement") upon the terms and conditions thereof and as the same may be amended from time to time and complete and consummate the transactions contemplated thereby; and that the actions of any and all employees or officers of the Company, including but not limited to, the actions of Amanda Smith and Phil Adamson in negotiating, executing and carrying out the provisions of the Agreement are hereby approved, ratified and confirmed;

BE IT FURTHER RESOLVED: That Amanda Smith, Phil Adamson or any of the officers of the Company shall be and hereby are authorized and directed to perform and shall satisfy all terms and conditions of the Agreement and the transactions contemplated thereby and shall execute and deliver on behalf of the Company any and all documents necessary or desirable to carry out the Agreement, including without limitation, the Agreement, any amendments to the Agreement, and other agreements, documents, affidavits, bonds, sureties and certificates necessary to effectuate the transactions contemplated by the Agreement, in such forms as Amanda Smith, Phil Adamson or the officer executing the same may approve, whose execution shall finally and conclusively evidence such approval of the Company.

COUNCIL COMMUNICATION

CC #: 2937
File #: 0203-12

Title: Police Handguns - Sole Source Purchase Order
Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a Sole Source Purchase Order to LCAction Police Supply for the purchase of law enforcement handguns and holsters in the amount of $149,998.94.

BACKGROUND

The Roseville Police Department plans to update its handgun inventory by purchasing new model handguns with 21st century aiming technology. RPD intends to purchase the Glock Model 45 9mm handgun with the Modular Optic System with accompanying holster. The Modular Optic System, or MOS, is a system in which an illuminated optic is mounted/affixed to each individual officer handgun. The illuminated optic provides a small “Heads-Up Display” which allows the officers to focus more on a target or threat, rather than having to spend time aligning the old style iron sights. You can look through the reticle and focus on the red or green aiming dot. Optical sights are popular in competitive shooting sports and are becoming increasingly common in law enforcement. Optical sights improve the accuracy at both long and short range, enabling faster target transition and quicker sight acquisition of your target.

LCAction Police Supply is the sole, factory authorized, Glock blue label law enforcement distributor for the entire State of California.

FISCAL IMPACT

The total cost for this handgun purchase is $149,998.94. Funding has been approved in the Police Department's FY2023-2024 departmental budget in the Supplemental Law Enforcement Services Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

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

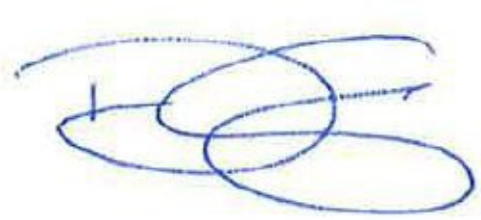
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

LCAction Quote

Sole Distributor Letter

LC ACTION POLICE SUPPLY
1088 N FIRST STREET
SAN JOSE CA 95112
TEL: 408 294-2677 • FAX 408 294-6444
EMAIL: Kip@LCAction.com

QUOTATION

Date Aug-02-2023

STATE OF CA SBE CERTIFICATION # 1017260

SCOTT CHRISTIAN - RANGEMASTER
ROSEVILLE POLICE DEPT
TEL: 916-774-5099 or 916-257-9631
EMAIL: Schristian@roseville.ca.us

CUST#	QUOTED BY	EST. DELIVERY	F.O.B.	TERMS
4417	KIP MILLER	90 DAYS	QUOTED	NET 30

QTY.	DESCRIPTION	PRICE	TOTAL
145	GLOCK G45 MOS PACKAGE PA455S302MOS6H1 W/509T, TRITIUM	841.08	121956.60
145	SAFARILAND 6360RDS LEVEL III HOLSTER FOR GU, LIGHT & OPTIC	118.99	17253.55
			0.00
			0.00
			0.00
			0.00

Notes:

G45 PACKAGE PISTOL INCLUDES DIRECT MOUNT SLIDE, HOLOSUN 509T RED DOT AND SHS SIGHTS WITH FRONT TRITIUM DOT ALL FACTORY INSTALLED

SUBTOTAL	$139,210.15
OTHER	7.75%
SALES TAX	10788.79
SHIPPING	0.00
TOTAL	**$149,998.94**

LC ACTION POLICE SUPPLY

Date: August 17, 2023

To:

Officer Scott Christian #121
Rangemaster/Quartermaster
Roseville Police Department
City of Roseville
1051 Junction Blvd.
Roseville, CA 95678
(916) 774-5099 Range
(916) 257-9631
Schristian@roseville.ca.us

LC Action is the sole, factory authorized, certified SBE Glock blue label law enforcement distributor for the entire State of California.

Best regards,

Kip Miller

COUNCIL COMMUNICATION

CC #: 2957
File #: 0203-06

Title:	Enterprise Asset Management Program and Software Licensing - Sole Source Purchase Order
Contact:	Alex Vergara 916-251-8727 ajvergara@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a purchase order for year one of a five-year renewal of the Maximo Enterprise Asset Management (EAM) agreement with IBM, Inc. Staff also recommends that City Council authorize annual purchase orders for renewal years two through five as well as authority for the Chief Information Officer to approve additional costs, not to exceed $55,000 per year, over the term of the agreement to cover any changes in the City's Information Technology (IT) environment that increase licensing & consultation costs. Future renewals of the purchase order will be contingent on Council approval of the budget each year.

BACKGROUND

The City's EAM system provides asset tracking and work orders for critical citywide assets and provides extensive reporting for management and regulatory compliance. These assets are valued at over $2 billion. EAM is used by the City's Utilities departments, as well as other City departments, and has been integrated with other critical systems like Automated Metering Infrastructure (AMI), and Utility Billing (Customer Information System). The City of Roseville purchases licenses that provide various levels of access to users of the Maximo application on an annual basis. As new business units are onboarded to Maximo, there is a need for additional staff to access the system, resulting in the need to true up the IBM licenses with the EAM system renewal.

FISCAL IMPACT

Staff requests approval of a purchase order for year one of a five-year renewal of the Maximo EAM agreement with IBM, Inc. for the estimated amount of $513,226. Environmental Utilities, Electric, Information Technology, and Public Works/Fleet will absorb the additional licensing costs within existing budgeted resources. If the departments cannot absorb the cost of the licenses, staff will return to City Council later in the fiscal year to recommend a budget adjustment. The total

estimated costs for years two through five (FY2024-25 through FY2027-28) total $2,322,670 which includes annual five percent (5%) increases and will be included in Information Technology Operations Fund budget. The estimated total costs over the 5-year period are $2,835,896.

ENVIRONMENTAL REVIEW

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

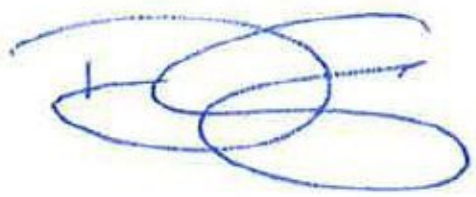
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F – Invest in well-planned infrastructure and growth

Respectfully Submitted,

Alex Vergara, Information Technology Program Manager

Hong Sae, Chief Information Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-392

Terms and Conditions

State Local and Gov Contracts

Quote

RESOLUTION NO. 23-392

APPROVING A PURCHASE ORDER AND CHANGE ORDER AUTHORITY

WHEREAS, a purchase order for Maximo software licensing that supports the Enterprise Asset Management system, with International Business Machines, Inc., has been reviewed by the City Council; and

WHEREAS, due to the potential for changes in the City's Information Technology environment that increases licensing costs, staff is requesting change order authority.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the purchase order for Maximo software licensing is hereby approved.

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

BE IT FURTHER RESOLVED that the Chief Information Officer is authorized to approve additional costs, not to exceed $55,000 per year, over the term of the agreement to cover any changes in the City's Information Technology environmental that increase licensing costs.

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

International Passport Advantage Agreement

This International Passport Advantage Agreement (IPAA) and its applicable Attachment(s) and Transaction Document(s) (TD(s)) are the complete agreement regarding each transaction under this IPAA (together the Agreement) under which Client may order Eligible Products (EPs) from IBM or IBM Business Partners. EPs are IBM and Non-IBM offerings such as Programs, Appliances, or Services made available to Client by IBM. Services include but are not limited to Software Subscription and Support (S&S), Cloud Services, or other Services IBM provides, such as customization, configuration, or other services to support EPs, as detailed in a TD.

TDs provide the specifics of transactions, such as charges, and a description of and information about the applicable EPs. Examples of TDs include terms of use, service descriptions, License Information documents (LIs), quotes, and Proofs of Entitlement (PoEs). There may be more than one TD applicable to a transaction.

Attachments provide supplemental terms that apply across certain types of EPs.

Subject to Section 8, in the event of conflict, an Attachment prevails over this IPAA, and a TD prevails over any Attachment and this IPAA.

1. IPAA Acceptance

a. The Client Originating Company (identified as the Originating Site in the IPAA Enrollment Form) and each of its participating Enterprise companies (identified as an Additional Site in the IPAA Enrollment Form) (together, the Client) accept this IPAA by submitting an IPAA Enrollment Form to IBM or Client's chosen IBM Business Partner.

b. The IBM Originating Company that accepts the Client Originating Company's orders and the Client Originating Company agree to coordinate the activities of their own Enterprise under this IPAA. The Client Originating Company is responsible for compliance with the terms by all Client Sites assigned a Passport Advantage Site Number (each, a Site) under this IPAA.

c. Enterprise means the set of legal entities that, by more than 50%, owns, are owned by, or are under common ownership with the Client Originating Company.

d. This IPAA is effective on the date IBM accepts the initial order under this IPAA and remains in effect until the Client Originating Company or the IBM Originating Company terminates it as described in this IPAA. IBM accepts Client's orders by: i) sending a TD that includes the level of authorized use; ii) making a Program or Cloud Service available; iii) shipping an Appliance; or iv) providing the Services.

2. Content and Data Protection

a. Content consists of all data, software, and information that Client or its authorized users provide, authorize access to, or inputs to the Cloud Services or information or data Client may provide, make available or grant access to, in connection with IBM providing the Cloud Services or other Services. Client grants the rights and permissions to IBM, its affiliates, and contractors of either, to use, provide, store, and otherwise process Content solely for the purpose of providing the Cloud Services or other Services. As between IBM and Client, use of the Cloud Services or other Services will not affect Client's ownership or license rights in Content.

b. IBM, its affiliates, and their respective contractors may access and use the Content solely for the purpose of providing and managing the IBM Cloud Services or other IBM Services. IBM will treat all Content as confidential by only disclosing the Content to IBM employees and contractors to the extent necessary to provide the IBM Cloud Services or other IBM Services.

c. Client is responsible for obtaining all necessary rights and permissions to permit processing of Content in the Cloud Services or for IBM to perform other Services. Client will make disclosures and obtain consent required by law before Client provides, authorizes access to, or inputs individuals' information, including personal or other regulated data, for processing in the IBM Cloud Services or use by IBM in providing the other Services.

d. If any Content could be subject to governmental regulation or may require security measures beyond those specified by IBM for the Cloud Services or to provide other Services, Client will not provide, allow access to, or input the Content for processing in the Cloud Services or provide or allow access of Content to IBM to provide other Services unless specifically permitted in the applicable TD or unless IBM has first agreed in writing to implement additional security and other

measures. Client is responsible for adequate back-up of Content on Client managed systems prior to providing or allowing access of Content to IBM to provide other Services.

e. IBM Data Security and Privacy Principles (DSP), at http://ibm.com/terms/?id=z126-7745, apply for generally-available, standard IBM Cloud Services and other IBM Services as identified in a TD. At IBM's discretion, IBM may change the DSP from time to time and the change will be effective when published or on the specified effective date. The intent of any change will be to improve and clarify existing commitments and maintain alignment to current adopted operational and security standards or applicable laws. The intent is not to degrade the security or functionality.

f. The specific security features and functions of an IBM Cloud Service or other IBM Services will be described in the applicable Attachment and/or TD(s). Client is responsible for selecting, ordering, enabling, or using available data protection features appropriate to support Client's use of Cloud Services. Client is responsible for assessing the suitability of the Cloud Services for the Content and Client's intended use of Content with Services IBM will provide. Client acknowledges that the use of Cloud Services and other Services meets Client's requirements and processing instructions required to comply with applicable laws.

g. IBM's Data Processing Addendum (DPA) is found at http://www.ibm.com/dpa. A DPA Exhibit(s) will specify how IBM will process personal data contained in Content. The DPA and applicable DPA Exhibit(s) apply to personal data contained in Content, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); or ii) other data protection laws identified at http://www.ibm.com/dpa/dpl apply. Upon request by either party, IBM, Client and/or their respective affiliates, will enter into additional agreements as required by law in the prescribed form for the protection of regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

h. For IBM Cloud Services with self-managed features, Client can remove Content at any time. Otherwise, IBM will return or remove Content from IBM computing resources upon the expiration or cancellation of the IBM Cloud Services or other IBM Services, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering Content in a specific format). IBM does not archive Content; however, some Content may remain in backup files until expiration of such files as governed by IBM's backup retention practices.

3. Warranties

a. IBM warrants an IBM Program as set forth in its applicable IBM license agreement.

b. IBM warrants it provides Services using commercially reasonable care and skill as described in the Agreement. The warranty for Services ends when the Services end.

c. IBM warrants that an IBM Machine component of an Appliance used in its specified operating environment conforms to its specifications. The warranty period is specified in the applicable Attachment or TD.

d. If an Appliance does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functionally equivalent, Client may return it to IBM or the IBM Business Partner for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use such Appliance terminates.

e. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM does not warrant uninterrupted or error-free operations of an EP or that IBM will correct all defects or prevent third-party disruptions or unauthorized third-party access to an EP.IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, or failure to comply with written instructions provided by IBM. Non-IBM EPs and preview products, or identified non-warranted IBM EPs are sold under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client for Non-IBM EPs.

4. Charges, Taxes, Payment, and Verification

a. Client's right to use an EP is contingent on Client paying applicable charges as specified in the Agreement under which Client acquired the entitlements.

b. Client agrees to pay all applicable charges for acquired entitlements and any charges for use of excess authorizations. Charges are exclusive of any customs or other duty, tax, and similar levies

imposed by any authority resulting from Client's acquisitions of entitlements and will be invoiced in addition to such charges. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM and if not paid within 30 days, late payment fees may apply. Client is responsible to properly acquire additional entitlements in advance to increase its use. Prepaid EPs must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid except as specified in this Agreement. IBM may pro-rate charges for select EPs to align with a common date such as Anniversary dates.

c. Client agrees to: i) pay any withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) unless otherwise stated, pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

d. If Client imports, exports, transfers, accesses, or uses an EP across a border, Client agrees to be responsible for and pay authorities any custom, duty, tax, or similar levy assessed by the authorities. This excludes those taxes based on IBM's net income.

e. If Client pays for Subscription License charges through periodic (annual, quarterly, monthly) billings, Client's obligation to pay such charges is absolute and unconditional and Client agrees not to assert any right of setoff against IBM or any assignee of IBM. Neither IBM nor IBM's affiliates and subsidiaries make any representation regarding Client's accounting treatment of such payments; IBM may account for such receivables as financing receivables for United States reporting purposes.

4.1 License Verification

a. Client will, for all Programs at all Sites and for all environments, create, retain, and each year provide to IBM upon request with 30 days' advance notice: i) a report of deployed Programs, in a format requested by IBM, using records, system tools output, and other system information; and ii) supporting documentation (collectively, Deployment Data).

b. Upon reasonable notice, IBM and its independent auditors may verify Client's compliance with the Agreement at all Sites and for all environments, in which Client uses (for any purpose) Programs. Verification will be conducted in a manner that minimizes disruption to Client's business, and may be conducted on Client's premises, during normal business hours. IBM will have written confidentiality agreement with the independent auditor. In addition to providing Deployment Data described above, Client agrees to provide to IBM and its auditors additional accurate information and Deployment Data upon request.

c. Client will promptly order and pay at IBM's then current prices for: i) any deployments in excess of authorizations indicated on or by any annual report or verification; ii) applicable S&S for such excess deployments for the lesser of the duration of such excess use or two years; and iii) any additional charges and other liabilities determined as a result of such verification, including but not limited to taxes, duties, and regulatory fees.

4.2 Volume Pricing

a. IBM assigns each EP a point value, which may be zero, and can be changed by IBM. A Relationship Suggested Volume Pricing (RSVP) level is determined by aggregating points for all EPs ordered during Client's Passport Advantage Program Term (PA Program Term). The point value of Client's initial EP order determines Client's initial RSVP level. Client may attain a higher RSVP level by placing additional EP orders. The higher RSVP level will apply to orders placed after the higher RSVP level is attained. A Suggested Volume Pricing (SVP) level is also calculated for each order and is based on the point value for that order. If the SVP level for an order is higher than Client's current RSVP level, the SVP level will apply to that order.

b. The initial PA Program Term commences with Client's first order after enrollment and continues until the last day of the twelfth full month thereafter (i.e., the initial PA Program Term includes 12 full months, plus if the order was not placed on the first day of a month, the remainder of the first month). On the first day of the month following the end of the prior PA Program Term (the Anniversary), the next 12-month PA Program Term begins. For each PA Program Term after the initial PA Program Term, Client's RSVP level is reset on the Anniversary, based on EPs acquired by all active Sites during the prior PA Program Term. The RSVP level for a new PA Program Term will

not be lowered by more than one level below Client's RSVP level at the end of the prior PA Program Term.

RSVP/SVP Level Table

RSVP/SVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

c. For Client's Sites enrolled as a Government Site or Academic Volume Option Site on the IPAA Enrollment Form receive applicable discounted pricing and the above section 4.2 terms do not apply. For Academic Volume Option pricing, EPs must be used for academic or administrative purposes only and may not be used for commercial purposes.

5. Liability and Intellectual Property Protection

a. IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the EP that is the subject of the claim, regardless of the basis of the claim. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to IBM, its affiliates, contractors, and suppliers.

b. The following amounts are not subject to the above cap: i) third-party payments related to infringement claims described in the paragraph 5(c) below; and ii) damages that cannot be limited under applicable law.

c. If a third party asserts a claim against Client that an IBM EP acquired under the Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM. To obtain IBM's defense against and payment of infringement claims, Client must promptly: i) notify IBM in writing of the claim; ii) supply information requested by IBM; and iii) allow IBM to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts. IBM's defense and payment obligations for infringement claims extend to claims of infringement based on open-source code that IBM selects and embeds in an IBM EP.

d. IBM has no responsibility for claims based on Non-IBM EPs, items not provided by IBM, or any violation of law or third-party rights caused by Content, or any Client materials, designs, specifications, or use of a non-current version or release of an IBM EP when an infringement claim could have been avoided by using a current version or release.

6. Termination

a. Either party may terminate: i) this IPAA without cause on at least 30 days' notice to the other after expiration or termination of its obligations under each Agreement; or ii) immediately for cause if the other is in material breach of an Agreement, provided the non-complying party is given notice and reasonable time to comply. Termination of this IPAA does not terminate transactions in effect and not affected by the cause of a material breach and provisions of the Agreement, as they relate to such transactions, remain in effect until fulfilled or otherwise terminated in accordance with the Agreement term. Upon any termination of Client's license to use a Program, Client will promptly destroy all copies of such Program.

b. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to successors and assignees.

c. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Client's failure to pay, or Client providing inaccurate or fraudulent account or payment information to acquire EPs, is a material breach.

d. This IPAA is terminated if for 24 consecutive months: i) Client has not placed an order; and ii) there are no continuous Services in effect.

7. Governing Laws and Geographic Scope

a. Both parties agree to the application of the laws of the country where the transaction is performed (or for IBM or Non-IBM Cloud Services, the laws of the country of Client's business address), without regard to conflict of law principles.

b. The rights and obligations of each party are valid only in the country where the transaction is performed (or for IBM or Non-IBM Cloud Services the country of Client's business address) or, if IBM agrees, the country where the IBM EP or Non-IBM EP is placed in productive use, except all licenses are valid as specifically granted.

c. Each party is also responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including the defense trade control regime of the United States of America and any applicable jurisdiction that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. IBM will not serve as Client's exporter or importer, except as required by data protection laws, for: i) any Content; ii) use of any portion of a Cloud Service from a country outside Client's business address.

d. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

8. Program License

a. IBM Programs available under this IPAA are licensed under IBM's International Program License Agreement (IPLA) or a designated IBM license agreement available at http://www.ibm.com/terms/pla, and the Program's LI available at http://www.ibm.com/terms/?cat=software-license. If there is a conflict between the terms of this IPAA, including its applicable Attachments and TDs, and the terms of the IPLA including the applicable LI, the terms of this IPAA prevail.

b. Trade-up licenses for Programs that replace qualifying IBM Programs active on S&S or qualifying Non-IBM Programs may be acquired for a reduced charge. When Client installs a replacement Program, the replaced Program license terminates, Client is required to uninstall and destroy all terminated copies of the replaced Program, and upon request from IBM, provide evidence of such.

8.1 IBM Software Subscription and Support

a. IBM Software Subscription and Support (S&S) for IBM Programs is detailed in the IBM Support Guide at http://www.ibm.com/support/guide. IBM provides S&S for each IBM Program licensed under this IPAA that Client has active S&S. S&S begins and ends as specified in a TD.

b. Software Subscription provides Client access to generally-available defect corrections, restrictions, bypasses, and any new versions, releases, or updates.

c. Software Support (Support) provides Client assistance with Client's: i) routine, short duration installation and usage (how-to) questions; and ii) code-related questions. Support for a specific version or release of an IBM Program is available only until IBM withdraws the Support for that IBM Program's version or release. Client must upgrade to a supported version or release of the IBM Program to continue to receive Support. The IBM Software Support Lifecycle policy is available at http://www.ibm.com/support/lifecycle.

d. After Support is withdrawn for selected IBM Program versions or releases, listed in the IBM Support Guide and while Client has current S&S coverage for such IBM Programs, IBM will continue to provide Support only for existing code patches and fixes. IBM will not develop or provide new patches or fixes for those selected IBM Program versions or releases.

e. IBM uses information about errors and problems to improve IBM Programs and Services and assist with the provision of related support offerings.

f. If Client elects to continue S&S for an IBM Program at a designated Site, Client must maintain S&S for all uses and installations of the IBM Program at that Site.

g. If Client requests to renew expiring S&S at a lesser quantity of IBM Program uses and installations than the expiring quantity, Client must provide system generated documentation that verifies current uses and installations of the IBM Program to IBM, as specified in the Agreement. If the documentation is not received by IBM at least 30 days prior to the S&S renewal date, Client must renew all expiring quantities.

h. If Client's S&S coverage lapses, the benefits of S&S will no longer be available to the Client including the ability to access the Program's downloads, media, and fixes. To reinstate S&S, Client must acquire S&S at then current prices for all uses and installations.

i. Client shall not use S&S benefits for IBM Programs for which Client is not fully authorized. If Client does, Client must reinstate S&S for all such unauthorized uses and installations at then current prices.

9. Term Licenses and Renewal

a. Programs IBM offers under term licensing models give Client access to a Program and S&S for a term duration specified in applicable TDs. The license term begins and ends as specified in a TD.

b. When the license term of the Program ends, Client's access to the Program and S&S will terminate and Client is required to uninstall and destroy all terminated copies of the affected Program. Client agrees to provide evidence of such upon request from IBM.

9.1 Subscription License

a. Client may not terminate entitlements for Subscription License before the end of the current term.

b. For select Programs that Client has previously licensed and has active S&S (Qualifying Program), Client may upgrade to a Subscription License Upgrade Program, as detailed in a TD. When a Subscription License Upgrade is acquired, Client may use the Qualifying Program and the Subscription License Program in any deployment combination up to the total number of entitlements purchased for the Subscription License Upgrade Program.

9.2 Monthly License

a. Client may terminate a Monthly License term early by giving IBM at least 30 days' written notice. Client will receive a prorated refund for any whole months remaining in a prepaid term.

9.3 Fixed Term License

a. Client may terminate a Fixed Term License early by giving IBM at least 30 days' written notice. Client will receive a prorated refund for any whole months remaining in a prepaid term.

9.4 Term License Renewal

a. If the Program is still available and Client renews for another term, IBM will renew the expiring license entitlements for the term and renewal charges specified in the TD.

b. If Client does not renew for another term, Client's right to use the Program and S&S terminates and Client is required to uninstall and destroy all terminated copies of the affected Program. Client agrees to provide evidence of such upon request from IBM.

c. If Client does not renew a Subscription License Upgrade Program for a new term, Client's right to use the Program and S&S terminates and Client is required to uninstall and destroy all terminated copies of the affected Program except the Qualifying Program. Client agrees to provide evidence of such upon request from IBM. Client may continue to use the Qualifying Program at the Program version level in use at the end of the term or, if applicable, the designated Qualifying Program replacement. If Client elects to resume available S&S for the Qualifying Program, Client must acquire the S&S at then current prices for all uses and installations of the Qualifying Program

d. If Client requests to renew expiring licenses at a lesser quantity of the Program uses and installations then the expiring quantity, Client must provide system generated documentation that verifies the current Program uses and installations to IBM, as specified in the Agreement. If the documentation is not received by IBM at least 30 days prior to the renewal date, Client must renew all expiring quantities.

e. If available, Client may change the renewal option for a Term License at any time by giving IBM at least 30 days' written notice before the end of the current term.

10. Full Capacity and Virtualization Requirements

a. Client must license the total number of physical processor cores activated and available for use on all servers where the EP, if applicable, is deployed (Full Capacity).

10.1 Virtualization Environment Products (Sub-Capacity or Container Licensing)

a. Sub-Capacity Licensing – EPs that meet the requirements for Sub-Capacity usage (see http://www.ibm.com/software/passportadvantage/subcaplicensing.html) may be licensed under Sub-Capacity Licensing terms (Eligible Sub-Capacity Product). Client must acquire entitlements equal to the virtualization capacity available to the Eligible Sub-Capacity Product.

b. Container Licensing – EPs that meet the requirements for Container usage (see http://www.ibm.com/software/passportadvantage/containerlicenses.html) may be licensed under Container Licensing terms (Eligible Container Product). Client must acquire entitlements for the total number of processor cores associated with the capacity of all containers available to the Eligible Container Product.

c. Client is responsible to comply with the virtualization environments requirements to be eligible for Sub-Capacity Licensing or Container Licensing benefits.

d. Prior to an increase in Sub Capacity or Container Licensing Programs, Client must first acquire sufficient licenses, including IBM Software Subscription and Support, if applicable, to cover that increase.

e. If EP deployments do not meet the Sub-Capacity Licensing or Container Licensing requirements in this section, Client is required to license at Full Capacity.

10.2 Client's Reporting Responsibilities

In addition to the License Verification terms in section 4.1 and applicable TDs, the following reporting and resolution terms apply.

a. For EPs under Sub-Capacity Licensing and Container Licensing, Client agrees to properly install, run, and maintain the most current version of the applicable license reporting tool within 90 days of Client's first deployment and produce a report. Unless IBM approves a different reporting tool, the Client agrees to the following tools.

- Sub-Capacity Products -Client will use the IBM License Metric Tool (ILMT) and to subscribe to the ILMT support notifications at http://www.ibm.com/support/mynotifications and promptly install any updates.
- Container Products – Client will use the IBM License Service tool and Client is responsible to correctly configure according to the Eligible Container Product's documentation.

b. Client must assign a person in Client's organization with authority to manage and promptly resolve questions on reports or inconsistencies between report contents, license entitlement, and the applicable license reporting tool.

c. For EPs under Sub-capacity Licensing or Container Licensing, for all Sites and environments, Client is required to run reports at least once per quarter and retain each report a minimum of 2 years and provide to IBM upon request. Manual reporting is not permitted for Container Products.

d. For EPs running in Full Capacity, in all Sites and environments, Client may track (manually or using an available IBM tools) and report Client's licenses for each EP at least once a year and retain each report a minimum of 2 years and provide reports to IBM upon request. Report format must contain similar information as noted in the Manual Calculation of Virtualization Capacity report at: http://www.ibm.com/software/passportadvantage/subcaplicensing.html.

e. For EPs that no longer meet Sub-Capacity Licensing requirements for which Client would like to continue to license under Sub-Capacity Licensing terms, Client will submit a migration plan to meet the Sub-Capacity Licensing requirements for IBM's review and approval. During this migration, Client shall maintain the version of ILMT that supported the EP based on the Sub-Capacity Licensing requirements prior to becoming ineligible and continue to generate ILMT reports. With IBM's prior written consent, Client may manually manage and track such EPs in accordance with item d above.

f. Except for IBM approved changes, modifications, or updates to software licensing tools, Client may not alter, modify, omit, delete, or misrepresent by any means, directly or indirectly:

(1) any IBM-approved software reporting tools, including its code, or any report generated by such tools; or

(2) any manually generated reports that misrepresents use of EPs.

10.3 Excess Use Resolution

a. IBM will notify Client in writing, if Client has used any EPs in excess of Client's Authorized Use or is otherwise not in compliance with the Agreement, the Client agrees to promptly pay the charges at then current prices that IBM specifies in an invoice for: i) any such excess use; ii) S&S and Selected Support for such excess use for the lesser of the duration of such excess use or two years; and iii)

any additional charges and other liabilities determined, including but not limited to taxes, duties, and regulatory fees.

11. Selected Support

a. IBM may provide Selected Support services for Programs that: i) are not typically supported by IBM; and ii) are licensed to Client under separate license terms, such as non-warranted IBM Programs, Non-IBM Programs, or Open-Source Code Programs. Selected Support provides Support Services and may also provide Client assistance with application design and development as specified by IBM. IBM's Software Support Lifecycle does not apply to these Programs and Subscription Services are not offered for these Programs. If Client allows Selected Support Services coverage to lapse, Client may acquire new coverage at then current prices.

12. CEO (Complete Enterprise Option) Product Categories

a. Collections of EPs may be offered by IBM on a per user basis subject to a minimum initial user quantity (a CEO Product Category). For Client's first CEO Product Category, Client must acquire licenses for all users in their Enterprise who have been assigned a machine capable of copying, using, or extending the use of any Program in the CEO Product Category (CEO User). For each additional CEO Product Category, Client must meet the applicable minimum initial order user quantity requirement for the CEO Product Category but is not required to acquire licenses for all CEO Users.

b. Any installs of any component of a CEO Product Category can only be used by or for users for whom licenses have been obtained. All Programs used on an end user device to access a Program on a server must be acquired from the same CEO Product Category as the server Program they access.

13. Appliances

a. An Appliance is an EP which is a combination of Program components, Machine components, and any applicable Machine Code components offered together as a single offering and designed for a specific function. Unless otherwise provided, terms that apply to a Program apply to the Program component of an Appliance. Client shall not use any component independent of the Appliance of which it is a part.

b. A Machine component is an IBM or non-IBM device, including its feature, upgrades, and accessories. A Machine Code component is computer instructions, fixes, replacements, and related materials, such as data and passwords relied on, provided by, used with, or generated by a Machine component, that permit the operation of the Machine component's processors, storage, or other functionality. Machine Code may include software code licensed under separate agreement identified in an Other Internal Licensed Code Attachment. Client acceptance of this IPAA includes acceptance of IBM's Machine Code license agreements provided with the Appliance. A Machine Code component is licensed only for use to enable a Machine component to function under its specifications and only for the capacity and capability for which Client has acquired IBM's written authorization. The copy of the Machine Code component is copyrighted and licensed.

c. Each Appliance is manufactured from parts that may be new or used, and in some cases, an Appliance or its replacement parts may have been previously installed. Regardless, IBM's warranty terms apply.

d. When Client acquires an Appliance directly from IBM, IBM transfers title to a Machine component to Client or, if applicable, Client's lessor, upon payment of all the amounts due except in the United States where title transfers upon shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure provided by IBM. For an upgrade acquired for an Appliance, IBM reserves transfer of title of the Machine component until IBM receives payment of all the amounts due and receives all removed parts, which then become IBM's property. IBM will not serve as the exporter or importer of record.

e. If an Appliance is IBM-set-up (IBM installable), Client will allow installation within 30 days of shipment or additional charges may apply. Client will promptly install or allow IBM to install mandatory engineering changes. If an Appliance is Client-set-up (Client installable), Client will install it according to instructions provided with it.

13.1 Appliance Services

a. IBM provides Appliance Services consisting of Machine maintenance and S&S as a single offering as well as other service offerings described in the IBM Appliance Support Guide at https://www.ibm.com/support/pages/node/737691.

b. Appliance Services cover undamaged and properly maintained and installed Appliances used as authorized by IBM with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible. One year of Appliance Services is included with the purchase of an Appliance starting on the Warranty Start Date specified in a TD.

c. If Client renews Appliance Services for an Appliance, Client must: i) also renew any expansions or add-ons applied to the Appliance; and ii) maintain Appliance Services for all uses and installations of the Appliance and expansions at a designated Site. All renewals will be fulfilled with Appliance Services offered at the same level of service, if available, that Client was entitled to during that prior coverage.

d. If Client allows Appliance Services coverage to lapse, the benefits of Appliance Services will no longer be available to the Client. To reinstate Appliance Services, Client must acquire Appliance Services at then current prices for all uses and installations. The Appliance may be inspected by IBM no later than 30 days after Appliance Services have been reinstated. If the Appliance is not in acceptable condition, Client must restore the Appliance into acceptable working condition, as determined by IBM, to receive Appliance Service for that Appliance.

e. Parts removed or exchanged for upgrade, warranty service, or maintenance become IBM property and must be returned to IBM within 30 days. A replacement takes on the warranty or maintenance status of the replaced part. If Client returns an Appliance to IBM, Client will remove all features not supported under Appliance Services, securely erase all data, and ensure that it is free of any legal restrictions that would prevent its return.

14. Cloud Services

a. Cloud Services are "as a service" EPs that IBM makes available and provides via a network, such as software as a service, platform as a service, or infrastructure as a service, or other network delivered services as specified in a TD.

b. Cloud Services are designed to be available 24/7, subject to maintenance. IBM will provide advance notice of scheduled maintenance.

c. When IBM accepts Client's order, IBM provides Client the authorizations specified in the TD. IBM provides the facilities, personnel, equipment, software, and other resources necessary to provide Cloud Services. IBM provides generally available user guides and documentation to support Client's use of the IBM Cloud Service.

d. Client will provide hardware, software, and connectivity to access and use Cloud Services, including any required Client-specific URL addresses and associated certificates.

e. Client's authorized users may access Cloud Services only to the extent of authorizations Client acquires. Client is responsible for use of Cloud Services by any user who accesses the Cloud Services with Client's account credentials.

f. The following acceptable use terms apply for Client's use of the Cloud Services. Cloud Services may not be used to undertake any activity or host Content that: i) is unlawful, fraudulent, harmful, malicious, obscene, or offensive; ii) threatens or violates the rights of others; iii) disrupts or gains (or intends to disrupt or gain) unauthorized access to data, services, networks, or computing environments within or external to IBM; iv) sends unsolicited, abusive, or deceptive messages of any type; or v)distributes any form of malware. Client may not use Cloud Services for crypto mining, unless otherwise agreed by IBM in writing. Client may not: i) reverse engineer any portion of a Cloud Service; ii) assign or resell direct access to a Cloud Service to a third party outside Client's Enterprise; or iii) combine a Cloud Service with Client's value add to create a Client branded solution that Client markets to its end user customers unless otherwise agreed by IBM in writing.

g. Additional terms, including data protection terms, for Cloud Services are provided in the General Terms for Cloud Offerings for Passport Advantage Agreements document at http://www.ibm.com/terms/?id=i126-5948. Each Cloud Service is described in a Service Description

and may include additional Client responsibilities. These documents can be viewed at http://www.ibm.com/terms/?cat=cloud-sd. Technical support and service level commitments, if any, are specified in a TD.

h. Client acquires Cloud Services on a subscription basis or as specified in a TD. Client may increase authorization levels to the Cloud Services by placing an order. Client may only decrease Client's authorization levels when renewing the Cloud Services.

15. General Terms

a. EPs are for use within Client's Enterprise only. Client may not assign, resell, rent, lease, or transfer an EP to a third party. Any attempt to do so is void. Lease-back financing of Appliances is permitted. EPs may not be used to provide commercial hosting or other commercial information technology services to third parties.

b. IBM may withdraw on 12 months' notice Term Licenses, S&S, Selected Support, Cloud Services, Appliance Services, or other Services. IBM will continue to provide the withdrawn offering for the remainder of Client's unexpired term or work with Client to migrate to another generally available IBM offering. Non-IBM EPs may be discontinued at any time if the third party discontinues or IBM no longer makes available such Non-IBM EPs.

c. IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory or other obligations or assume any responsibility for Client's business or operations. Client is responsible for its use of IBM EPs and Non-IBM EPs. IBM is acting as an information technology provider only. IBM's direction, suggested usage, guidance, or Client's use of an IBM EP does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Client should obtain its own expert advice. Each party is responsible for determining the assignment, direction, control, and compensation of its and its affiliates personnel and their respective contractors.

d. For Programs IBM provides to Client in tangible form, IBM fulfills its shipping and delivery obligations upon the delivery of such Programs to the IBM-designated carrier, unless otherwise agreed to in writing by Client and IBM.

e. Client may not use IBM EPs or Non-IBM EPs if failure or interruption of the IBM EPs or Non-IBM EPs could lead to death, serious bodily injury, or property or environmental damage.

f. Parties will not disclose confidential information to employees or contractors of the other party without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with the Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this IPAA. This paragraph does not apply to Content provided in the use of an IBM Cloud Services or Non-IBM Cloud Service.

g. IBM will notify Client of any modifications to this IPAA by posting a notice at http://www.ibm.com/terms and Client can subscribe on that web page to receive direct notification of any such modifications. For existing Clients, the effective date of new IPAA terms will be three months following the document publish date and changes are not retroactive. Changes will apply, as of the effective date, to new orders and renewals. Client accepts changes by placing new orders or allowing transactions to renew after the effective date of the new IPAA terms.

h. IBM maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud. IBM and its personnel comply with such policies and require contractors to have similar policies.

i. IBM, its affiliates, and their respective contractors require use of business contact information and certain account usage information. This information is not Content. Business contact information is used to communicate and manage business dealings with the Client. Examples of business contact information include name, business telephone, address, email, user ID, and tax registration number(s). Account usage information is required to enable, provide, manage, support, administer, and improve EPs. Examples of account usage information include reported errors and digital information gathered using tracking technologies, such as cookies and web beacons during use of the EPs. The IBM Privacy Statement at http://www.ibm.com/privacy provides additional details with respect to IBM's collection, use, and handling of business contact and account usage information. When Client provides information to IBM and notice to, or consent by, the individuals is required for such processing, Client will notify the individuals and obtain their consent.

j. IBM Business Partners who use or make available IBM EPs or Non-IBM EPs are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings. If IBM notifies Client their current IBM Business Partner will no longer resell an IBM EP, Client may select to acquire the EP directly from IBM or another authorized IBM Business Partner as available.

k. IBM may offer Non-IBM EPs, or an IBM EP may enable access to Non-IBM EP, that may require acceptance of third-party terms presented to the Client. Linking to or use of Non-IBM EPs constitutes Client's agreement with such third-party terms. Third-party terms and privacy practices govern use of Content Client may provide, grant access to or input to a Non-IBM Cloud Service or other Non-IBM Service. IBM is not a party to any third-party agreement and is not responsible for Non-IBM EPs. Access to Non-IBM EPs may be discontinued at any time if the third party discontinues or IBM no longer makes available such Non-IBM EPs.

l. A preview product is when IBM makes an IBM EP or Non-IBM EP or feature of an IBM EP or Non-IBM EP available at no charge, with limited or pre-release functionality, or for a limited time, to try available functionality (such as beta, trial, evaluation, no-charge, or designated preview products). Services levels agreements set forth in the Agreement (including in a TD or Attachment) that provides service levels does not apply to preview products. A preview product may not be covered by support and IBM may change or discontinue a preview product at any time and without notice. For any preview product that is provided as a pre-release, IBM is not obligated to release a generally available product. Client is responsible for placing an order under generally available terms for generally available EPs when a preview expires.

m. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. IBM may assign its right to receive payments without consent. IBM will remain responsible to perform its obligations. Assignments by IBM in conjunction with the sale of the portion of IBM's business that includes an IBM EP or Non-IBM EP is not restricted by the foregoing. IBM may share the Agreement and related documents in conjunction with any assignment.

n. The parties’ consent to use electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable electronic means is considered an original. The Agreement supersedes any course of dealing, discussions, or representations between the parties. Where approval acceptance, consent, access, cooperation, or similar action by either party is required, such action will not be unreasonably delayed or withheld.

o. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control.

p. IBM may use personnel and resources in locations worldwide, including third-party contractors to support the delivery of IBM EPs and Non-IBM EPs. Client's use of IBM EPs or Non-IBM EPs may result in the transfer of Content, including personally identifiable information, across country borders. A list of countries where Content may be transferred and processed is described in the TD or as specified in Services support documentation. IBM is responsible for the obligations under the Agreement even if IBM uses a third-party contractor and will have appropriate agreements in place to enable IBM to meet its obligations.

q. If IBM and Client agree to use a Client requested third-party service to support the procurement or payment activities associated with the Agreement, IBM agrees to submit or receive applicable documents (such as invoices or similar contracting documents) using the third-party service. Client agrees to reimburse IBM for any third-party fees associated with IBM's use of such third-party service. In the event: i) the third-party service becomes unavailable for any reason; or ii) the third-party provider modifies the service or terms of use in a manner IBM deems commercially unacceptable, the Client agrees to directly accept documents from IBM and pay IBM directly. Client remains responsible to IBM for timely payments of invoices. If there is a claim or proceeding against IBM related to IBM's proper use of Client's requested third-party service, Client is responsible to reimburse IBM for reasonable defense costs and any amounts IBM is required to pay due to such claim or proceeding. Such claims or proceedings include those due to the third-party service provider's use, misuse, or disclosure of data or confidential information disclosed through the third-party service or the third-party's failure to comply with applicable data protection laws. IBM agrees to promptly notify Client in writing of any such claim or proceeding.

Part 2 – Country Required Terms

For licenses acquired in the countries specified below, the following terms replace or modify the referenced terms of this IPAA. Terms not changed by these amendments remain unchanged and in effect.

AMERICAS

Section 2. Content and Data Protection

In paragraph a, second sentence, and paragraph b, in both the first and second sentences:

In Mexico:

Replace the word "contractors" with the word "providers".

Section 4. Charges, Taxes, Payment, and Verification

In paragraph b, replace the first and second sentence with the following:

In Brazil: Client agrees to pay all applicable charges for acquired entitlements and any charges for use in excess of authorizations and any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under this Agreement.

In paragraph b:

In Mexico:

In the third sentence, delete the words "to an account specified by IBM".

In Mexico:

Add the following new sentence after the third sentence:

Payments will be made through electronic transfer of funds to an account specified by IBM or in IBM's domicile which is located in Alfonso Napoles Gandara 3111, Santa Fe Peña Blanca, Alvaro Obregon, Mexico City, Zip Code 01210.

Add at the end of paragraph b the following sentence:

In Canada: Where taxes are based upon the location(s) receiving the benefit of the Program, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable TD.

Add at the end of paragraph b the following sentence:

In United States: The parties agree no tangible personal property (e.g. media or publications) shall transfer to Client if: i) IBM delivers Programs electronically to Client; or ii) Client claims a sales or use tax exemption for Programs IBM delivers electronically to Client. Where taxes are based upon the location(s) receiving the benefit of the Program, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable TD.

Section 5. Liability and Intellectual Property Protection

In paragraph a:

In Mexico:

Eliminate the word "contractors," in the last sentence.

Insert the following disclaimer at the end of paragraph a:

In Peru: In accordance with Article 1328 of the Peruvian Civil Code the limitations and exclusions will not apply in the cases of willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

Section 7. Governing Laws and Geographic Scope

In paragraph a, replace the first sentence only with:

In Argentina: Both parties agree to the application of the laws of the Republic of Argentina, without regard to the conflict of law principles. Any proceeding regarding the rights, duties, and obligations arising from this Agreement will be brought in the Ordinary Commercial Court of the City of "Ciudad Autónoma de Buenos Aires".

In Chile: Both parties agree to the application of the laws of Chile, without regard to the conflict of law principles. Any conflict, interpretation or breach related to this Agreement that cannot be solved by the Parties should be remitted to the jurisdiction of the Ordinary Courts of the city and district of Santiago.

In Colombia: Both parties agree to the application of the laws of the Republic of Colombia, without regard to the conflict of law principles. All rights, duties and obligations are subject to the judges of the Republic of Colombia.

In Ecuador: Both parties agree to the application of the laws of the Republic of Ecuador, without regard to the conflict of law principles. Any dispute arising out or relating to this Agreement will be submitted to the civil judges of Quito and to the verbal summary proceeding.

In Venezuela: Both parties agree to the application of the laws of Venezuela, without regard to the conflict of law principles. The parties agree to submit any conflict related to this Agreement, existing between them to the Courts of the Metropolitan Area of the City of Caracas.

In Peru: Both parties agree to the application of the laws of Peru, without regard to the conflict of law principles. Any discrepancy that may arise between the parties in the execution, interpretation or compliance of this Agreement that may not be directly resolved shall be submitted to the Jurisdiction and Competence of the Judges and Tribunals of the 'Cercado de Lima' Judicial District.

In Uruguay: Both parties agree to the application of the laws of Uruguay. Any discrepancy that may arise between the parties in the execution, interpretation or compliance of this Agreement that may not be directly resolved shall be submitted to the Montevideo Courts ("Tribunales Ordinarios de Montevideo").

In paragraph a, first sentence only, replace the phrase, "the country where the transaction is performed (or for IBM or Non-IBM Cloud Services, the laws of the country of Client's business address)" with:

In United States, Anguilla, Antigua/Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Curacao, Dominica, Grenada, Guyana, Jamaica, Montserrat, Saba, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Vincent and the Grenadines, Suriname, Tortola, Trinidad and Tobago, and Turk and Caicos: the State of New York, United States.

In Canada: the Province of Ontario and the federal laws of Canada applicable therein.

In Mexico: Mexico

In paragraph b, second sentence, replace the phrase, "the country where the transaction is performed (or for IBM or Non-IBM Cloud Services the country of Client's business address) or, if IBM agrees, the country where the IBM EP or Non-IBM EP is placed in productive use" with:

In Argentina: Argentina

In Chile: Chile

In Colombia: Colombia

In Ecuador: Ecuador

In Mexico: Mexico

In Peru: Peru

In Uruguay: Uruguay

In Venezuela: Venezuela

Add the following as a new item e paragraph:

In Brazil: All disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the Forum of the City of São Paulo, State of São Paulo, Brazil and the parties irrevocably agree with this specific jurisdiction renouncing any other, however privileged it may be.

In Mexico: The Parties agree to submit themselves to the exclusive jurisdiction of the courts of Mexico City to resolve any dispute arising from this Agreement. The Parties waive to any other jurisdiction that may correspond to them due to their current or future domiciles, or for any other reason.

Section 13. Appliances

In paragraph d, replace the first sentence with the following:

In Argentina, Chile, Colombia, Ecuador, Peru, Uruguay and Venezuela: When IBM accepts Client's order, IBM transfers title to a Machine component upon tradition to Client or Client's lessor.

Section 14. Cloud Services

In Mexico:

In paragraph e, second sentence delete ", personnel".

Add as a new paragraph i, the following:

i. The Parties acknowledge and agree that, given its nature, the Cloud Services do not imply the provision of IBM personnel nor of personnel of IBM suppliers for the benefit of the Client, and consequently, Cloud Services are not considered as Services or Specialized Works in terms of the Corresponding Labor and Tax Laws.

Section 15. General Terms

In paragraph c:

In Mexico:

In the first sentence replace the word "contractor" with the word "company" and in the last sentence replace the word "contractors" it with the word "providers".

In paragraph f (first sentence), h (second sentence), and i (first sentence):

In Mexico:

Replace the word "contractors" with the word "providers".

In paragraph o:

In Brazil: delete the entire 2nd sentence of "Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose".

In paragraph p:

In Mexico: The words "personnel and" are eliminated and the word "contractors" in first and last sentences is substituted with "suppliers".

Add as a new paragraph r to this section:

In Canada: Both parties agree to write this document in English. Les parties ont convenu de rédiger le présent document en langue anglaise.

ASIA PACIFIC

Section 3. Warranties

Add at the end of this section as a new paragraph f:

In Australia: These warranties are in addition to any rights under, and only limited to the extent permitted by, the Competition and Consumer Act 2010.

In Japan: IBM's liability is limited to this paragraph and the Liability and Intellectual Property Protection section, applicable TDs as Client's sole remedy for failure to meet the warranties specified in this section.

In New Zealand: These warranties are in addition to any rights under the Consumer Guarantee Act 1993 or other legislation that cannot be limited by law.

Section 4. Charges, Taxes, Payment, and Verification

In paragraph b. replace the third sentence that starts with "Amounts are due upon receipt…" with the following 2 sentences:

In Hong Kong, Indonesia, Korea, Macau, Malaysia, Philippines, Singapore, and Vietnam: Amounts are due upon receipt of the invoice from IBM and payable within 30 days of the invoice date to an account specified by IBM. If payment is not received within 30 days from the invoice date, IBM may charge a late payment fee on the amount outstanding, calculated on the number of days the payment is received late, at the lesser of: i) 2% for every 30 day period or portion thereof; or ii) the maximum amount permissible by applicable law.

In Thailand: Amounts are due upon receipt of the invoice from IBM and payable within 30 days of the invoice date to an account specified by IBM. If payment is not received within 30 days from the invoice date, a late payment fee may be applied on the amount outstanding, at the rate of 1.25% per month, calculated on the number of days the payment is received late.

In the first sentence of paragraph c, remove the word "and" before "iv)", and add a semicolon and the following new item "v)":

In India: ; and v) file accurate Taxes Deducted at Source (TDS) returns on a timely basis. If any tax, duty, levy or fee ("Taxes") are not charged on the basis of the exemption documentation provided by the Client and the taxation authority subsequently rules that such Taxes should have been charged, then the Client will be liable to pay such Taxes, including any interests, levies and/or penalties applicable thereon.

In the first sentence of paragraph c, remove the word "and" before "iv)", and replace item iv) and add new item v) with:

In Singapore, Malaysia, Philippines, Thailand, Indonesia, and Vietnam: iv) fully cooperate with IBM in seeking a waiver or reduction of withholding or other tax that Client requests a waiver or reduction; and v) promptly complete, file, and keep current all relevant documents for any such waiver, reductions, or exemptions.

Section 5. Liability and Intellectual Property Protection

In paragraph a, add at the end of the first sentence the following:

In Australia: (for example, whether based in contract, tort, negligence, under statute or otherwise)

In paragraph a, second sentence after the word "special" and before the word "incidental", add the following:

In Philippines: (including nominal and exemplary damages), moral,

Add as a new paragraph after the end of paragraph a (and ensure paragraphs properly reletter):

In Australia: Where IBM is in breach of a guarantee implied by the Competition and Consumer Act 2010, IBM's liability is limited to the repair or replacement of goods or the supply of equivalent goods, or the payment of the cost of replacing the goods or having the good repaired. Where a guarantee relates to the right to sell, quiet possession, or clear title of a good under schedule 2 of the Competition and Consumer Act, then none of these limitations apply.

Section 6. Termination

Add at the end of the section as a new paragraph d:

In Indonesia: The parties waive article 1266 of the Indonesian Civil Code to the extent it requires a court decree for the termination of an agreement creating mutual obligations.

Section 7. Governing Laws and Geographic Scope

In paragraph a, in the first sentence only, replace the phrase, "the country where the transaction is performed (or for IBM or Non-IBM Cloud Services, the laws of the country of Client's business address)" with:

In Cambodia, Laos: the State of New York, United States

In Australia: the State or Territory in which the transaction is performed

In Hong Kong: the Hong Kong Special Administrative Region of the People's Republic of China

In Macau: the Hong Kong Special Administrative Region of the People's Republic of China

In Korea: the Republic of Korea, and subject to the Seoul Central District Court of the Republic of Korea

In Taiwan: Taiwan

In India: India

In paragraph b, in the second sentence, replace the phrase "the country where the transaction is performed (or for IBM or Non-IBM Cloud Services the country of Client's business address) or, if IBM agrees, the country where the IBM EP or Non-IBM EP is placed in productive use" with:

In Hong Kong: the Hong Kong Special Administrative Region of the People's Republic of China

In Macau: the Macau Special Administrative Region of the People's Republic of China

In Taiwan: Taiwan

In paragraph c, in the first sentence, item ii), after the word "including" and before words "the defense", add:

In Japan: those of Japan laws and

Add at the end of the section as a new paragraph e:

In Cambodia, Laos, Philippines, and Sri Lanka: Disputes will be finally settled by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Center ("SIAC Rules").

In India: Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Bangalore, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred.

In Indonesia: Disputes will be finally settled by arbitration in Jakarta, Indonesia, administered by the Indonesian National Board of Arbitration established in the year 1977 ("Badan Arbitrase Nasional Indonesia" or "BANI") in accordance with the rules of the Indonesian National Board of Arbitration The arbitration award shall be final and binding on the parties without appeal and shall be in writing and set forth the findings of fact and the conclusion of law.

In People's Republic of China: Either party has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration. The parties agree three arbitrators will be used to resolve any dispute.

In Vietnam: Disputes will be finally settled by arbitration in Vietnam under the Arbitration Rules of the Vietnam International Arbitration Centre ("VIAC Rules"). All proceedings and documents presented will be in the English language.

Section 15. General Terms

In paragraph o, in the second sentence, replace the phrase "two years" with:

In India: three years

Add to the end of this section the following new paragraph r:

In Indonesia: This agreement is made in the English and Bahasa Indonesian language versions. To the extent permitted by the applicable law, the English version will prevail in the event of conflict between such versions.

EUROPE, MIDDLE EAST, AND AFRICA

Section 2. Content and Data Protection

Replace first sentence of paragraph g with the following:

In Switzerland: IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the applicable DPA Exhibit apply and supplement the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) or the Swiss Federal Privacy Act (SFPA) apply to personal data contained in Content.

Section 3. Warranties

In paragraph e, replace the fourth sentence that starts with "Non-IBM EPs...", and before the existing last sentence, with the following two sentences:

In Czech Republic, Estonia, and Lithuania: Non-IBM EPs and preview products, or identified non-warranted IBM EPs are provided as-is, without warranties of any kind or liabilities for defects. The parties hereby exclude any liability of IBM for defects beyond the agreed warranties.

Section 4. Charges, Taxes, Payment, and Verification

In paragraph b, add the following to the end of the third sentence:

In Italy: if IBM requests in a written notice to Client.

In Ukraine:, on the overdue amount from the next day after the due date up to the date of actual payment, prorated for each day of delay, at the interest rate of double the discount rate determined by the National Bank of Ukraine (NBU) during the delay period (paragraph 6 of article 232 of Commercial Code of Ukraine does not apply).

In paragraph b, replace the third sentence with the following:

In France: Amounts are due and payable within 10 days of the invoice date to an account specified by IBM and late payment fees apply equal to the most recent European Central Bank rate plus 10 points, in addition to debt collection costs of forty (40) euros or, if these costs exceed forty euros, complementary indemnification subject to justification of the amount claimed).

In Russia: Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date through electronic transfer of funds to an account specified by IBM. Late payment fees at the rate of 24% per annum calculated for each day beyond the 30 days may apply.

In paragraph b, add the following to the end of the sixth sentence that starts with "IBM does not give credit…":

In Lithuania:, or except as provided by law

At the end of paragraph b, add the following:

In Italy: In the instance of no payment or partial payment, and also following a formal credit claim procedure or trial that IBM may initiate, in derogation of article 4 of Legislative Decree n. 231 dated October 9, 2002, and according to article 7 of the same Legislative Decree, IBM will notify Client in writing by registered, return receipt mail of late payment fees due.

Section 5. Liability and Intellectual Property Protection

In paragraph a, in the first sentence insert the following before the words "the amounts paid":

In Belgium, France, Germany, Italy, Luxembourg, Malta, Portugal, and Spain: the greater of €500,000 (five hundred thousand euro) or

In Ireland and United Kingdom: 125% of

In paragraph a, in the first sentence, replace the phrase "direct damages incurred by Client" with:

In Spain: and proven damages incurred by Client as a direct consequence of the IBM default

In paragraph a, insert after the first sentence the following new sentence:

In Slovakia: Referring to § 379 of the Commercial Code, Act No. 513/1991 Coll. as amended, and concerning all conditions related to the conclusion of the agreement, both parties state that the total foreseeable damage, which may accrue, shall not exceed the amount above, and it is the maximum for which IBM is responsible.

In Russia: IBM will not be liable for the forgone benefit.

In paragraph a, in the second sentence, delete the word:

In Ireland and United Kingdom: economic

In paragraph a, replace the second sentence with the following and bold the text:

In Belgium, Netherlands, and Luxembourg: IBM will not be liable for indirect or consequential damages, lost profits, business, value, revenue, goodwill, damage to reputation or anticipated savings, any third party claim against Client, and loss of (or damage to) data.

In France: IBM will not be liable for damages to reputation, indirect damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

In Portugal: IBM will not be liable for indirect damages, including loss of profit.

In Spain: IBM will not be liable for damage to reputation, lost profits, business, value, revenue, goodwill, or anticipated savings.

Add the following new sentence at the end of paragraph a:

In France: The terms of the Agreement, including financial terms, were established in consideration of the present clause, which is an integral part of the general economy of the Agreement.

In paragraph b, replace "and ii) damages that cannot be limited under applicable law" with the following:

In Germany: ; ii) damages for body injury (including death); iii) loss or damage caused by a breach of guarantee assumed by IBM in connection with any transaction under this Agreement; and iv) caused intentionally or by gross negligence.

Section 6. Termination

In paragraph a, insert the following at the end of clause i) before "; or":

In Russia: without payment of any damages or penalties to the other party on the basis of early termination

In paragraph a, insert the following new sentence at the end of paragraph a:

In Netherlands: The Parties waive their rights under Title 7.1 ('Koop') and clause 7:401 and 402 of the Dutch Civil Code, and their rights to invoke a full or partial dissolution ('gehele of partiele ontbinding') of this Agreement under section 6:265 of the Dutch Civil Code

In paragraph b, delete the sentence:

In Switzerland: Failure to pay is a material breach.

Section 7. Governing Laws and Geographic Scope

In paragraph a, first sentence only, replace the phrase "the country where the transaction is performed (or for IBM or Non-IBM Cloud Services, the laws of the country of Client's business address)" with:

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Romania, Russia, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: Austria

In Estonia, Latvia, and Lithuania: Finland

In Algeria, Andorra, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: France

In Angola, Bahrain, Botswana, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Iraq, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: England

In Liechtenstein: Switzerland

In South Africa, Namibia, Lesotho, and Swaziland: the Republic of South Africa

In United Kingdom: England

In paragraph a, add the following new sentence after the first sentence:

In France: The Parties agree that articles 1222 and 1223 of the French Civil Code are not applicable.

Add the following at the end of paragraph a:

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kosovo, Kyrgyzstan, Moldova, Montenegro, Romania, Russia, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: All disputes arising out of this Agreement shall be finally settled by the International Arbitral Centre of the Austrian Federal Economic Chamber (Arbitration Body), under the Rules of Arbitration of that Arbitral Centre (Vienna Rules), in Vienna, Austria, with English as the official language, by three impartial arbitrators appointed in accordance with the Vienna Rules.

Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Vienna Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500,000.00.

In Estonia, Latvia, and Lithuania: All disputes arising out of this Agreement shall be finally settled by the Arbitration Institute of the Finland Chamber of Commerce (FAI) (Arbitration Body), under the Arbitration Rules of the Finland Chamber of Commerce (Rules), in Helsinki, Finland, with English as the official language, by three impartial arbitrators appointed in accordance with those Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or

exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500,000.00.

In Afghanistan, Angola, Bahrain, Botswana, Burundi, Cape Verde, Djibouti, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Iraq, Jordan, Kenya, Kuwait, Lebanon, Liberia, Libya, Madagascar, Malawi,, Mozambique, Nigeria, Oman, Pakistan, Palestinian Territory, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Seychelles, Sierra Leone, Somalia, South Sudan, Tanzania, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe: All disputes arising out of this Agreement shall be finally settled by the London Court of International Arbitration (LCIA) (Arbitration Body), under the LCIA Arbitration Rules (the Rules), in London, UK, with English as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500,000.00.

In Algeria, Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo Republic, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Mali, Mauritania, Mauritius, Morocco, Niger, Senegal, Togo, and Tunisia: All disputes arising out of this Agreement shall be finally settled by the ICC International Court of Arbitration, in Paris (Arbitration Body), under its arbitration rules (the Rules), in Paris, France, with French as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 250,000.00.

In South Africa, Namibia, Lesotho, and Swaziland: All disputes arising out of this Agreement shall be finally settled by the Arbitration Foundation of Southern Africa (AFSA) (Arbitration Body), under the Rules of the Arbitration of the AFSA (the Rules), in Johannesburg, South Africa, with English as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 250,000.00.

In Andorra, Austria, Cyprus, France, Germany, Greece, Israel, Italy, Portugal, Spain, Switzerland, and Turkiye: All disputes will be brought before and subject to the exclusive jurisdiction of the following court of competent jurisdiction:

In Andorra: the Commercial Court of Paris.

In Austria: the court of Vienna, Austria (Inner City).

In Cyprus: the competent court of Nicosia.

In France: Commercial Court of Paris.

In Germany: the courts of Stuttgart.

In Greece: the competent court of Athens.

In Israel: the courts of Tel Aviv Jaffa.

In Italy: the courts of Milan.

In Portugal: the courts of Lisbon.

In Spain: the courts of Madrid.

In Switzerland: the commercial court of the canton of Zurich.

In Turkiye: the Istanbul Central (Çağlayan) Courts and Execution Directorates of Istanbul, the Republic of Turkiye.

In Netherlands: The Parties waive their rights under Title 7.1 ('Koop') and clause 7:401 and 402 of the Dutch Civil Code, and their rights to invoke a full or partial dissolution ('gehele of partiele ontbinding') of this Agreement under section 6:265 of the Dutch Civil Code.

Section 13. Appliances

In paragraph d, the first sentence, add all countries listed in the following after "United States":

In Portugal, Spain, Switzerland, and Turkiye: , Portugal, Spain, Switzerland and Turkiye,

Section 15. General Terms

In paragraph i, insert the following at the end of the paragraph:

In Spain: IBM will comply with requests to access, update or delete contact information if submitted to the following address: IBM, c/ Santa Hortensia 26-28, 28002 Madrid, Departamento de Privacidad de Datos.

In paragraph o, add to the end the paragraph:

In Czech Republic: Pursuant to Section 1801 of Act No. 89/2012 Coll. (the "Civil Code"), Section 1799 and Section 1800 of the Civil Code as amended, do not apply to transactions under this Agreement. Client accepts the risk of a change of circumstances under Section 1765 of the Civil Code.

In Bulgaria, Croatia, Russia, Serbia, and Slovenia:

> *In paragraph o, delete the 2nd sentence that says: "Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose".*

In paragraph o, add to the end of the second sentence:

In Lithuania:, except as provided by law

In paragraph o, replace the second sentence with:

In Poland: Neither party will bring a legal action arising out of or related to the Agreement more than three years after the cause of action arose, except for an action of non-payment which will be brought no more than 2 years after payment is due.

In paragraph o, second sentence, replace the word "two" with:

In Latvia and Ukraine: three

In Slovakia: four

In paragraph o, add to the end of the third sentence that says: "Neither party is responsible for failure to fulfill its non- monetary obligations due to causes beyond its control":

In Russia:, including but not limited to earthquakes, floods, fires, acts of God, strikes (excluding strikes of the parties' employees), acts of war, military actions, embargoes, blockades, international or governmental sanctions, and acts of authorities of the applicable jurisdiction.

In paragraph o, third sentence, modify the sentence: "Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control" as follows:

In Ukraine: Neither party is responsible for failure to fulfill its non-monetary obligations due to causes or regulatory changes beyond its control, including but not limited to import, export and economic sanctions requirements of the United States.

Add the following at the end of the section as new paragraph r:

In Hungary:

r. By entering into this Agreement, Client confirms that Client was sufficiently informed of all the provisions of this Agreement and had the opportunity to negotiate those terms. The following provisions may significantly deviate from the provisions generally applied by Hungarian law and both parties accept those provisions by signing the Agreement: IPPA Acceptance; Content and Data Protection; Warranties; Charges, Taxes, Payment, and Verification; Liability and Intellectual Property Protection; Termination; Governing Laws and Geographic Scope; General Terms, Program License; Term Licenses and Renewal; Full Capacity and Virtualization Requirements;

Selected Support, CEO (Complete Enterprise Option) Product Categories; Appliances; and Cloud Services.

In Italy:

r. Pursuant to the art. 1341 and 1342 of Italian Civil Code, Client expressly accepts the following articles of this Agreement: IPPA Acceptance; Content and Data Protection; Warranties; Charges, Taxes, Payment, and Verification, including License Verification and Volume Pricing; Liability and Intellectual Property Protection; Termination; Governing Laws and Geographic Scope; General Terms; Program License, including IBM Software Subscription and Support; Term Licenses and Renewal, including Subscription License, Monthly License, Fixed Term License, and Term License Renewal; Full Capacity and Virtualization Requirements, including EPs in a Virtualization Environment (Sub-Capacity or Container Licensing), Sub-Capacity Licensing, Container Licensing, Client Reporting Responsibilities, and Excess Use Resolution; Selected Support; CEO (Complete Enterprise Option) Product Categories; Appliances, including Appliance Services; and Cloud Services.

In Czech Republic:

r. Client expressly accepts the terms of this agreement which include the following important commercial terms: i) limitation and disclaimer of liability for defects (Warranties); ii) IBM's right to verify Client's usage data and other information affecting the calculation of charges (License Verification), iii) limitation of Client's entitlement to damages (Liability and Intellectual Property Protection); iv) binding nature of export and import regulations (Governing Laws and Geographic Scope); v) shorter limitation periods (General Terms); vi) exclusion of applicability of provisions on adhesion contracts (General Terms); and vii) acceptance of the risk of a change of circumstances (General Terms).

In Romania:

r. The Client expressly accepts, the following standard clauses that may be deemed 'unusual clauses' as per the provisions of article 1203 Romanian Civil Code: clauses 3, 4, 5, 7, and 8n. The Client hereby acknowledges that it was sufficiently informed of all the provisions of this Agreement, including the clauses mentioned above, it properly analyzed and understood such provisions and had the opportunity to negotiate the terms of each clause.

International Passport Advantage Agreement

US State, Local, and Education (SLED) Government Contracts

Attachment for Subscription License

This Attachment for Subscription License ("Attachment") govern the license of Programs IBM makes available on a Subscription License basis that Client acquires from IBM or an IBM Business Partner under a State and Local Government Contract with IBM. This Attachment supplements the terms of the IBM International Passport Advantage Agreement Revision 11 (Z125-5831-11) or equivalent agreement, as applicable, between Client and IBM ("IPAA"). Client accepts these terms by the incorporation or attachment to their State and Local contracts with IBM. Capitalized terms not defined in this Attachment are defined in the IPAA.

Subscription License

A Subscription License is a licensing model that gives Client access to a Program and IBM Subscription and Support (S&S) for a term specified in applicable Transaction Documents (TDs). The license term begins and ends as specified in a TD. No more than a 12-month Subscription Term is permitted. IBM will invoice in full upon acceptance of Client's order. Client will not receive a prorated refund for any unused term.

This Attachment, the IPAA, the US State & Local Government contract, and any applicable Transaction Document(s), are the complete Agreement between the parties regarding transactions by which Client acquires Subscription License or Subscription License Upgrade for a Program, and replaces all prior oral or written communications or commitments between Client and IBM regarding this subject . By entering into this Attachment, including any applicable Transaction Documents, neither party is relying on any representation not specified in this Attachment, the IPAA, or a Transaction Document. Additional or different terms in any written communication from Client (such as a purchase order) are void.

International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM Quotation

Attn: Tyler Adams
City of Roseville
Suite 300
316 Vernon Street
ROSEVILLE CA 95678-2653
UNITED STATES

IBM Site Number: 3117955
IBM Agreement Number: 210269
IBM Customer Number: 7792879

Dear Tyler Adams

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

Worldwide, companies like yours are increasingly demanding more from their information technology infrastructure, increased flexibility, scalability and agility to meet changing business needs. At the same time, they want reduced cost, rapid deployment and investment recovery.

Over the years, our products, services and solutions capabilities have given our Clients the reliability, availability, security, and manageability to improve operations and achieve efficiency while accommodating growth at reduced cost. These characteristics have been and will remain fundamental to the IBM portfolio.

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used as authorization to deploy the Programs prior to the date of your order against this Quote / Agreement. For more information about eligibility and reporting requirements for sub-capacity licensing, please visit **https://www.ibm.com/software/passportadvantage/subcaplicensing.html** and for more information about eligibility and reporting requirements for container licensing, please visit: **https://www.ibm.com/software/passportadvantage/containerlicenses.html**.

This quotation is valid from 06-Sep-2023 and will expire on 30-Sep-2023.
We look forward to your order.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

MATT Simmons
Phone Number: 1-720-308-4641
Fax Number:
E-mail Address: masimmon@us.ibm.com

International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM Quotation

Quotation Information

Number: **19629361**
Effective Date: **06-Sep-2023**
Expiration Date: **30-Sep-2023**

Customer Information

Attn: **Tyler Adams**
City of Roseville
Suite 300
316 Vernon Street
ROSEVILLE CA 95678-2653
UNITED STATES

IBM Site Number: **3117955**
IBM Customer Number: **7792879**
IBM Agreement Number: **210269**

Sales Representative

IBM Contact: **MATT Simmons**
Phone Number: **1-720-308-4641**
E-mail Address: **masimmon@us.ibm.com**

Summary

Current Transaction:

Software	2,835,882.04	
Estimated Tax	0.00	
Total	**2,835,882.04**	**USD**

Current Transaction

Software — 2,835,882.04 USD

IBM Maximo Application Suite per AppPoint Subscription License

Subscription Part#: **D28B4LL**
Billing: **Annual**
Unit Price: **600.63**

Subscription Length: **60 Months**
Price Change within Subscription: **Increase 5.000 % every 12 Months**
Renewal Type: **Expires at end of Subscription**

Line Item	Quantity	Month	Subscription Rate	Line Item Price
1	418	1-12	251,064.83	251,064.83
2	418	13-24	263,618.07	263,618.07
3	418	25-36	276,798.98	276,798.98
4	418	37-48	290,638.92	290,638.92
5	418	49-60	305,170.87	305,170.87
Subtotal				**1,387,291.67 USD**

International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM Maximo Application Suite per AppPoint Subscription License Upgrade

Subscription Part#: **D28B5LL**
Billing: **Annual**
Unit Price: **286.51**

Subscription Length: **60 Months**
Price Change within Subscription: **Increase 5.000 % every 12 Months**
Renewal Type: **Expires at end of Subscription**

Line Item	Quantity	Month	Subscription Rate	Line Item Price
6	915	1-12	262,158.35	262,158.35
7	915	13-24	275,266.27	275,266.27
8	915	25-36	289,029.58	289,029.58
9	915	37-48	303,481.06	303,481.06
10	915	49-60	318,655.11	318,655.11
Subtotal				**1,448,590.37 USD**

Notes

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.

International Business Machines Corporation
International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

PAYMENT SCHEDULE PAGE

This is an estimate of payments, final determination of billing dependent on order date.

Month	Setup Products and Services	Subscription	Total
1	0.00	513,223.18	513,223.18
13	0.00	538,884.34	538,884.34
25	0.00	565,828.56	565,828.56
37	0.00	594,119.98	594,119.98
49	0.00	623,825.98	623,825.98
Total in USD	0.00	2,835,882.04	2,835,882.04

International Business Machines Corporation

International Business Machines Corporation, 1 North Castle Drive, Armonk, NY 10504

IBM Terms and Conditions

IBM International Passport Advantage Agreement

The quote or order to which this document relates is governed by the terms of your Passport Advantage Agreement and its associated attachment(s).

IBM Attachments for Monthly Licensing & Subscription Licensing

The transaction to which this document relates includes either Monthly Licenses or Subscription Licenses, or both. If your Passport Advantage Agreement or the Passport Advantage Express Agreement that applies to this transaction does not already include terms for Monthly Licensing and/or Subscription Licenses, as applicable, the terms of the IBM Attachment for Monthly Licensing and/or the terms of the IBM Attachment for Subscription Licensing, in addition to the terms of your Passport Advantage or the Passport Advantage Express Agreement, govern some or all of the quote or order to which this document relates. The referenced Attachments can be found at the link below:

IBM International Passport Advantage/Passport Advantage Express Attachments for Monthly and Subscription Licensing
https://www.ibm.com/software/passportadvantage/termlicenses.html

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used as authorization to deploy the Programs prior to the date of your order against this Quote / Agreement. For more information about eligibility and reporting requirements for sub-capacity licensing, please visit https://www.ibm.com/software/passportadvantage/subcaplicensing.html and for more information about eligibility and reporting requirements for container licensing, please visit: https://www.ibm.com/software/passportadvantage/containerlicenses.html.

Data Processing Protection - IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the applicable DPA Exhibit of: i) for Subscription & Support Services at https://www.ibm.com/mysupport/s/article/support-privacy; or ii) for Cloud Services, as stated in associated Service Descriptions; applies IBM's processing of personal data on behalf of Client.

If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:
Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage
IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla
IBM Software Support Web site: https://www.ibm.com/software/support/handbook.html
IBM Customer Number: 7792879

COUNCIL COMMUNICATION

CC #: 2927
File #: 0206-03-01 & 0409

Title:	Community Facilities District No. 4 (Public Services), Annexation No. 10 (Sierra View Country Club) - Intention to Annex Territory
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a Resolution of Intention to Annex Territory to Community Facilities District (CFD) No. 4 (Public Services) and to Authorize the Levy of Special Taxes Therein, and set Wednesday, November 1, 2023 at 6:00 p.m., in the Roseville Civic Center, Council Chambers at 311 Vernon Street, Roseville, California, as the time and place to conduct a public hearing.

BACKGROUND

On December 16, 2021 the Planning Commission approved the developer's request for a Tentative Subdivision Map to subdivide a 23.1-acre parcel into 75 single family residential lots. Per the conditions of approval, the subject property shall be annexed into the existing infill CFD No. 4 prior to approval of the Final Parcel Map, for the purpose of covering the costs of the ongoing maintenance obligations. The List of Authorized Services can be found in the attached documents. Parcels within this subdivision will be assigned the maximum tax rate associated within Tax Zone 5 of the Rate and Method of Apportionment, also attached.

FISCAL IMPACT

The annexation of property into infill CFD No. 4 will not impact the City's General Fund. The property owners will pay a special tax, sufficient to pay the maintenance costs of the CFD, to be levied annually on the parcels of real property within the CFD.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of the resolution described herein meets the above criteria

and is not subject to CEQA. No additional environmental review is required.

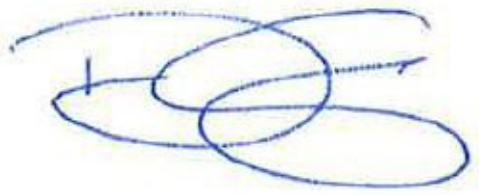
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-375

RMA and List of Authorized Services

Proposed Bounday Map

RESOLUTION NO. 23-375

A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN

CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)

Annexation No. 10 (Sierra View Country Club)

RESOLVED by the City Council (the "Council") of the City of Roseville (the "City"), County of Placer, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Community Facilities District No. 4 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

2. Territory Described. The name of the existing CFD is "City of Roseville Community Facilities District No. 4 (Public Services)." The territory originally included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Placer County Recorder's Office on May 3, 2005, in Book 3 at Page 50 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made, as such map has been supplemented in connection with subsequent annexations.

The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the captioned Annexation No. 10 (Sierra View Country Club) to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Placer within 15 days of the date of adoption of this resolution.

3. The Services. The types of public services financed by the CFD and pursuant to the Act consist of those public services (the "Services") as described in Exhibit A to the Resolution of Formation with respect to the CFD adopted by the Council as Resolution No. 05-

227 on May 18, 2005 (the "Resolution of Formation"). It is presently intended that the Services will be provided, without preference or priority, to the existing territory in the CFD and the territory proposed to be annexed to the CFD.

4. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes.

The special tax proposed to pay for Services to be supplied within the territory proposed to be annexed will be equal to the special taxes levied to pay for the same Services in the CFD, except that a higher or lower tax may be levied within the territory proposed to be annexed or to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the CFD.

The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, are described in the Resolution of Formation.

5. Hearing. Wednesday, November 1, 2023 at 6:00 p.m. or as soon as possible thereafter, in the City Council Chambers, 311 Vernon Street, Roseville, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the matters described in this Resolution.

6. Notice. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD, including the area to be annexed to the CFD. The publication of said notice shall be completed at least 7 days before the date herein set for said hearing. The City Clerk may also cause a copy of such notice and a copy of this Resolution to be mailed to each landowner within the territory proposed to be annexed, which notice and resolution shall be mailed at least 15 days before the date of said hearing. Such notice shall be substantially in the form specified in Section 53339.4 of the Act, with a summary form specifically authorized.

7. Effective Date. This Resolution shall take effect upon its adoption.

*** * * * * ***

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2023 by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk of the City of Roseville

EXHIBIT A

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 4
(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 4 (Public Services) [herein "CFD No. 4"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 4, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 4, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 4 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%).

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 4 as set forth in the documents adopted by the City Council when the CFD was formed.

"Base Year" means Fiscal Year 2005-06.

"City" means the City of Roseville.

"City Council" means the City Council of the City of Roseville, acting as the legislative body of CFD No. 4.

"County" means the County of Placer.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

"Finance Director" means the Finance Director for the City of Roseville or his or her designee.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Land Use Class" means, for a particular Parcel, Non-Residential Property, Multi-Family Property, Single Family Detached Property, or Single Family Attached Property.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means any Parcel of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with Units that are offered for rent to the general public.

"Non-Residential Property" means any Parcel of Developed Property within CFD No. 4 that is not Multi-Family Property, Single Family Detached Residential Property, or Single Family Attached Property.

"Public Property" means any property within the boundaries of CFD No. 4 that is owned by the federal government, State of California, County, City, or other public agency.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels in CFD No. 4 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels in CFD No. 4 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized services, maintenance expenses, sinking fund payments and capital reserves authorized to be funded by CFD No. 4, (ii) Administrative Expenses, (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

"Special Tax" means any tax levied pursuant to the Act on property within CFD No. 4.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 4 which are not exempt from the Special Tax pursuant to law or Section F below.

"Taxable Public Property" means, in any Fiscal Year, all Assessor's Parcels in CFD No. 4 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a Public Agency.

"Tax Zone" means one of the twenty-eight (28) mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels added to the CFD as a result of future annexations (which may be noncontiguous with Parcels already in the Tax Zone).

"Unit" means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

"Undeveloped Property" means all Parcels of Taxable Property within the boundaries of CFD No. 4 that are not Developed Property, as determined by the Administrator.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel number for all Parcels of Taxable Property within CFD No. 4 and shall determine within which Tax Zone each Assessor's Parcel is located. Upon each annexation of property into CFD No. 4, the Administrator shall update Attachment 1 to include the new Assessor's Parcel number(s).

Based on review of building permit records for property within the CFD, each Parcel shall be categorized as either Developed Property or Undeveloped Property for purposes of levying the Special Tax pursuant to Section E below. For Single Family Attached Property or Multi-Family Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the new Land Use Class that can be developed on the Parcel after the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the Land Use Class that will be allowed after the rezone is approved.

C. MAXIMUM SPECIAL TAX

The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 4:

MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06, REVISED 2006-07) *

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06) *
1	$ 50 per Unit
2	$ 75 per Unit
3	$ 100 per Unit
4	$ 125 per Unit
5	$ 150 per Unit
6	$ 175 per Unit
7	$ 200 per Unit
8	$ 225 per Unit
9	$ 250 per Unit
10	$ 275 per Unit

11	$ 300 per Unit
12	$ 350 per Unit
13	$ 375 per Unit
14	$ 250 per Acre
15	$ 350 per Acre
16	$ 475 per Acre
17	$ 600 per Acre
18	$ 750 per Acre
19	$ 850 per Acre
20	$ 1,000 per Acre
21	$ 1,050 per Acre
22	$ 1,500 per Acre
23	$ 2,000 per Acre
24	$ 2,500 per Acre
25	$ 3,000 per Acre
26	$ 3,500 per Acre
27	$ 4,000 per Acre
28	$ 4,500 per Acre
29	$ 5,000 per Acre
30	$ 5,500 per Acre
31	$ 6,000 per Acre

** Beginning July 1, 2006 and each July 1 thereafter, all of the Maximum Special Taxes shown in Table 1 above shall be adjusted by applying the Annual Tax Escalation Factor.*

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

First: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that had applied to the Parcel prior to the Parcel becoming Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 4 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority

of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 4 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property that is not Taxable Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

ATTACHMENT 1
MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06, REVISED 2006-07) *
IDENTIFICATION OF TAX ZONES

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06) *
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	017-250-005 (017-117-007,011,014) 71 ac
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 2
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 5 (OLD AUBURN RANCH)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7	467-090-002-000	32	2015/16
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 3
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 6 (FOOTHILLS AMERICAN DREAM)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7	475-050-019-000	62	2016/2017
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 4
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 7 (THE VILLAGES AT KIT CARSON)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13	048-350-015-000; 048-350-016-000; 048-350-018-000; 048-350-021-000; 048-350-022-000	21	2019/20
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 5
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 8 (415 EAST STREET SUBDIVISION)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4	013-030-009-000	10	2020/21
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 6
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 9 (1028 MAIN STREET SUBDIVISION)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2	015-080-030-000	10	2023/24
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 7
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 10 (SIERRA VIEW COUNTRY CLUB)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5	015-011-029-000	75	2023/24
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
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The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

EXHIBIT B

CITY OF ROSEVILLE

COMMUNTIY FACILITIES DISTRICT NO. 4
(Services District)

LIST OF AUTHORIZED SERVICES

The Maintenance Obligations to be financed, in whole or in part, by this CFO shall consist of the following:

1. Maintenance of the landscape corridors and paseos designed to serve the project areas within the CFO, including but not limited to, soundwalls, trees, bus shelters, autumn leaf cleanup and street sweeping, landscaping, the City and neighborhood entry features and the landscape median;

2. Maintenance of all public pedestrian or bicycle pathways;

3. Maintenance of the Open Space Buffer Areas, Park Preserve areas and any lots that will be conveyed to the City, with such maintenance to include fire breaks and fire safety measures;

4. Maintenance of landscaping, and irrigation, for neighborhood park improvements, maintenance, and repair and replacement;

5. Maintenance of any sound attenuation wall, berm, and related on-site sound attenuation improvements constructed as part of the CFO;

6. Maintenance of storm drainage, stormwater management and drainage system facilities; and

7. Performance and management of any environmental mitigation monitoring, including the annual review thereof.

Other authorized services include: General City Costs

- City and County costs associated with the setting, levy, and collection of the Special Taxes.

Sinking Funds

The Special Taxes may be collected and set-aside in designated sinking funds to be used by the City to fund miscellaneous costs related to any of the items described above as well as vandalism repair and future repairs to and replacement of landscaping, entry monuments and features, walls and fences, and other improvements the maintenance of which is funded by CFO No. 4.

BOOK _____ OF COMMUNITY FACILITIES DISTRICT, PAGE _____

PROPOSED BOUNDARY MAP

ANNEXATION MAP NO. 10 OF COMMUNITY FACILITIES DISTRICT NO. 4

(PUBLIC SERVICES)
OF THE CITY OF ROSEVILLE,
COUNTY OF PLACER, STATE OF CALIFORNIA
SIERRA VIEW COUNTRY CLUB

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP #10 OF COMMUNITY FACILITIES DISTRICT NO. DISTRICT NO. 4 (PUBLIC SERVICES) CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA - SIERRA VIEW COUNTRY CLUB, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20_____, BY ITS RESOLUTION NUMBER_____.

_____
CARMEN AVALOS , CITY CLERK

FILED THIS _____ DAY OF _____, 20_____, AT THE HOUR OF _____ O'CLOCK _.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

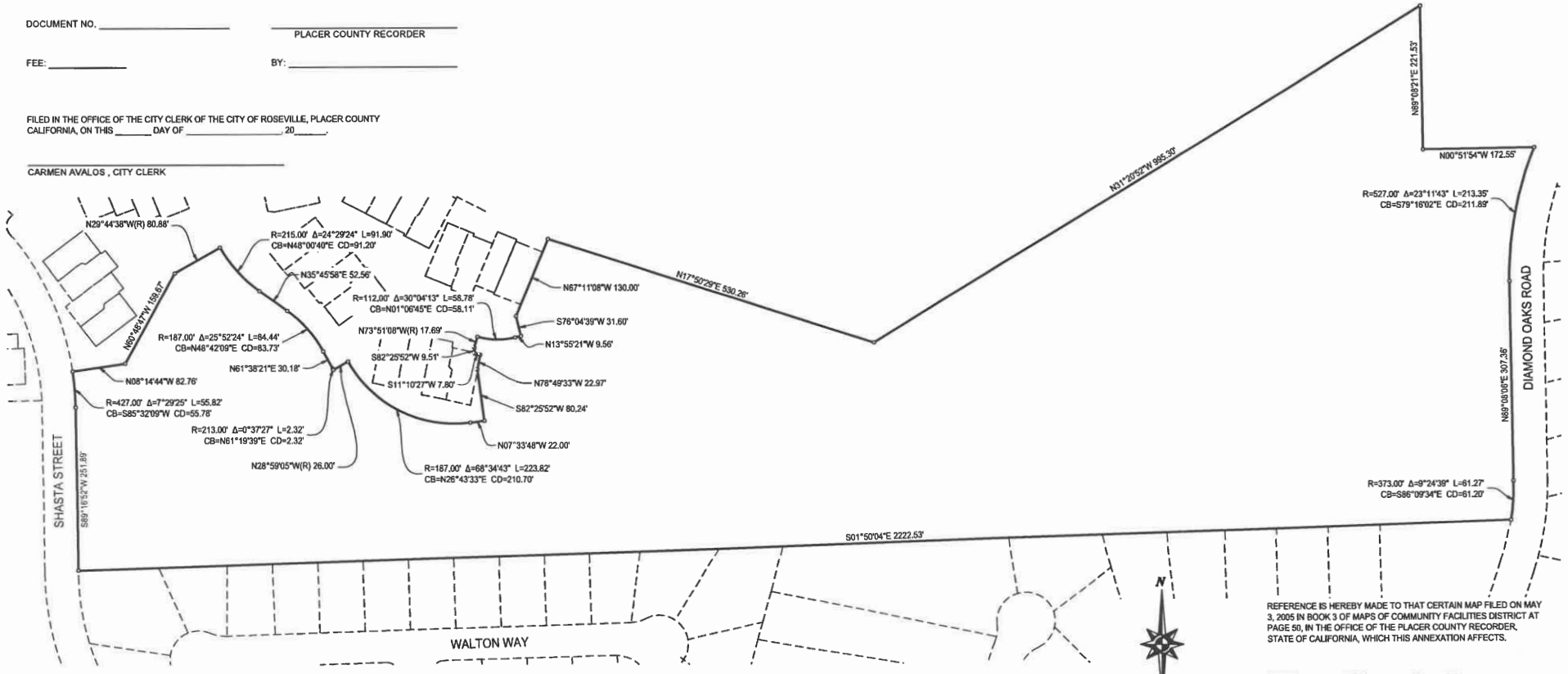
DOCUMENT NO. _____ _____
PLACER COUNTY RECORDER

FEE: _____ BY: _____

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, PLACER COUNTY CALIFORNIA, ON THIS _____ DAY OF _____, 20_____.

_____
CARMEN AVALOS , CITY CLERK

VICINITY MAP



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP FILED ON MAY 3, 2005 IN BOOK 3 OF MAPS OF COMMUNITY FACILITIES DISTRICT AT PAGE 50, IN THE OFFICE OF THE PLACER COUNTY RECORDER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION AFFECTS.

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

SCALE: 1"=100' SHEET 1 OF 1

COUNCIL COMMUNICATION

CC #: 2932
File #: 0800-05

Title:	Microsoft Licenses - Change Order Increase
Contact:	Christian Barajas 916-774-5431 cjbarajas@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve an increase to the additional licensing true-up costs, not to exceed $100,000 per year for the next two fiscal years, to cover any changes in the City's Information Technology (IT) environment to support citywide initiatives and unexpected increase in software license costs for maintenance on our servers.

BACKGROUND

In 2020, the City Council approved a Microsoft Enterprise Agreement for software licensing via Softchoice, an authorized Microsoft reseller, for a five (5) year term. At that time, staff also requested authority for the Chief information Officer to approve additional costs, not to exceed $50,000 per year, over the term of the agreement to cover any changes to the City's IT environment, which will be charged by annual "true-ups" completed with Softchoice. Staff is requesting an increase in this additional authority to $100,000 per year, as software license and maintenance costs have increased since the original agreement was approved.

FISCAL IMPACT

The annual amount of the contract for years 1-3 was $392,689.42 and for future years 4-5 is $412,463.07, for a total agreement cost of $2,002,994.40 over the 5-year term, before taking into account any licensing true-ups and an additional $100,000 per year for license upgrades for the next two fiscal years. Funding for the additional licensing will be provided by the Information Technology Operations Fund, and future renewals of the purchase order will be contingent on Council approval of the budget for each year.

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 expenditure for these support subscription renewals meets the above criteria and is not subject to CEQA. No additional environmental review is required.

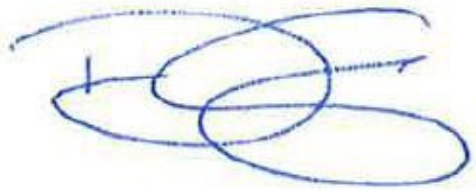
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F – Invest in well-planned infrastructure and growth

Respectfully Submitted,

Christian Barajas, Business Systems Analyst

Hong Sae, Chief Information Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-380

RESOLUTION NO. 23-380

APPROVING AN INCREASE IN CHANGE ORDER AUTHORITY

WHEREAS, on October 7, 2020, the City Council approved a purchase order for Microsoft Enterprises licenses, that also included authority for the Chief Information Officer to approve additional "true-up" costs for unexpected changes for the project of up to fifty thousand dollars ($50,000) per year; and

WHEREAS, due to increased software and maintenance costs, staff is requesting an increase in change order authority.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Chief Information Officer 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 one hundred thousand dollars ($100,000) per fiscal year (FY) for FY2023-24 and FY2024-25.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 2923
File #: 0900-02

Title:	Compressed Natural Gas Fueling Station Upgrade Phase 1 Project - Notice of Completion
Contact:	Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to accept the Compressed Natural Gas Fueling Station Upgrade Phase 1 Project as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

On May 6, 2020, City Council awarded an Agreement to EFS West, Inc. for the Compressed Natural Gas Fueling Station Upgrade, Phase 1 Project. The location of the project is at 2055 Hilltop Circle, Roseville, CA 95747 and is shown in the Notice of Completion (Attachment A). The City's Environmental Utilities Department has completed final inspections and found the project work to be complete. The project is now ready for acceptance. No stop payment notices or preliminary notices have been filed with the City Clerk for the project.

FISCAL IMPACT

An agreement for $225,665 was awarded to EFS West, Inc. for the Compressed Natural Gas Fueling Station Upgrade, Phase 1 Project. The total cost to complete the project, including changes orders ($4,569), was $230,234. The project was funded by the Waste Services Rehabilitation 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 Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

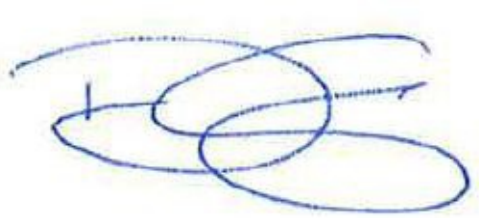
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jonathan Cummings, Associate Engineer

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-371

NOC

RESOLUTION NO. 23-371

ACCEPTING THE PUBLIC WORK KNOWN AS THE COMPRESSED NATURAL GAS FUELING STATION UPGRADE PHASE 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Compressed Natural Gas Fueling Station Upgrade Phase 1 Project, has been approved and the public work accepted.

2. The Environmental Utilities Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the Compressed Natural Gas Fueling Station Upgrade, Phase 1 Project was completed and accepted by the City of Roseville on September 20, 2023. 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 EFS West, Inc.

The surety on said project was Ohio Casualty Insurance Company.

_____
Richard D. Plecker,
Environmental Utilities Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

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

_____
Richard D. Plecker
Environmental Utilities Director
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)

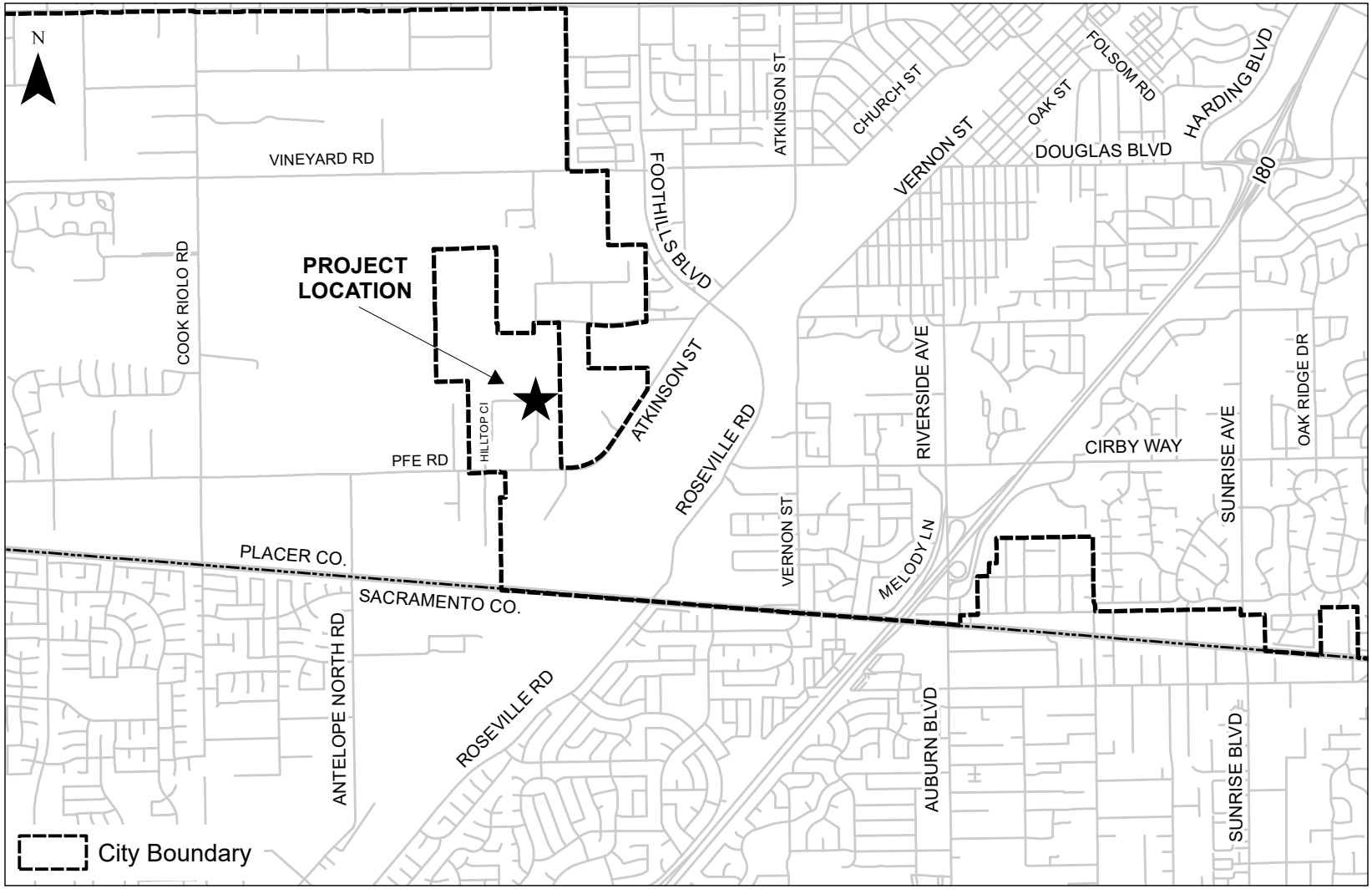
Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, Richard D. Plecker

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"
COMPRESSED NATURAL GAS FUELING STATION UPGRADE PROJECT
PHASE 1
2055 HILLTOP CI



COUNCIL COMMUNICATION

CC #: 2924
File #: 0900-02

Title:	Compressed Natural Gas Fueling Station Upgrade Phase 2 Project - Notice of Completion
Contact:	Jonathan Cummings 916-774-5566 jcummings@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to accept the Compressed Natural Gas Fueling Station Upgrade, Phase 2 Project as complete and authorize the Director of Environmental Utilities to execute the Notice of Completion.

BACKGROUND

On April 21, 2021, City Council awarded an Agreement to EFS West, Inc. for the Compressed Natural Gas Fueling Station Upgrade, Phase 2 Project. The location of the project is at 2055 Hilltop Circle, Roseville, CA 95747 and is shown in the Notice of Completion (Attachment A). The City's Environmental Utilities Department has completed final inspections and found the project work to be complete. The project is now ready for acceptance. No stop payment notices or preliminary notices have been filed with the City Clerk for the project.

FISCAL IMPACT

An agreement for $665,448 was awarded to EFS West, Inc. for the Compressed Natural Gas Fueling Station Upgrade, Phase 2 Project. The total cost to complete the project, including changes orders ($54,359), was $719,807. The project was funded by the Waste Services Rehabilitation 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 Notice of Completion meets the above criteria and is not subject to CEQA. No additional environmental review is required.

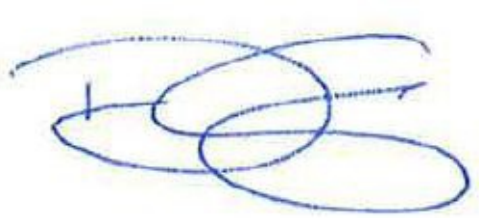
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jonathan Cummings, Associate Engineer

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-372

NOC

RESOLUTION NO. 23-272

ACCEPTING THE PUBLIC WORK KNOWN AS THE COMPRESSED NATURAL GAS FUELING STATION UPGRADE PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Compressed Natural Gas Fueling Station Upgrade Phase 2 Project, has been approved and the public work accepted.

2. The Environmental Utilities Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the Compressed Natural Gas Fueling Station Upgrade, Phase 2 Project was completed and accepted by the City of Roseville on September 20, 2023. 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 EFS West, Inc.

The surety on said project was Ohio Casualty Insurance Company.

_____
Richard D. Plecker,
Environmental Utilities Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

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

_____
Richard D. Plecker
Environmental Utilities Director
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)

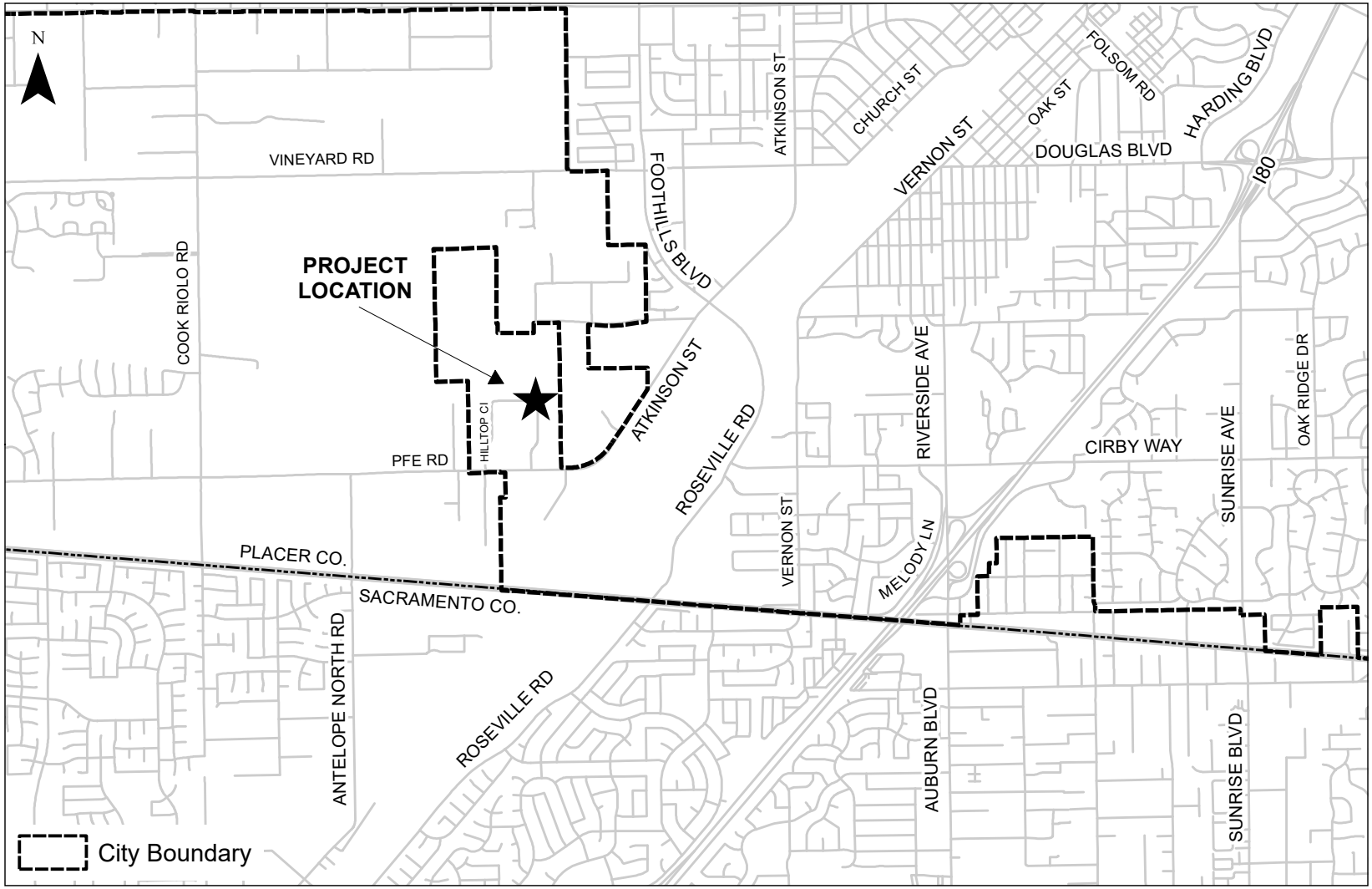
Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20___, Richard D. Plecker

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"
COMPRESSED NATURAL GAS FUELING STATION UPGRADE PROJECT
PHASE 2
2055 HILLTOP CI



COUNCIL COMMUNICATION

CC #: 2936
File #: 0900-02-02-2

Title:	Pleasant Grove Wastewater Treatment Plant Energy Recovery Project – Notice of Completion
Contact:	Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council accept the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project as complete and adopt a resolution to authorize the Environmental Utilities Director to execute the Notice of Completion.

BACKGROUND

The Energy Recovery Project (Project) added facilities at the Pleasant Grove Wastewater Treatment Plant (PGWWTP) that will beneficially utilize digester gas produced by the new treatment processes constructed as part of the PGWWTP Expansion Project. The Project included installation of microturbines that produce electrical power and heat to offset a portion of the PGWWTP's power and natural gas demands, a receiving facility for High Strength Waste (pre-processed food waste and fats, oils, and grease), and a system for conditioning and upgrading the digester gas to produce renewable compressed natural gas (rCNG) that is sent to a new fueling station to power the City's solid waste collection compressed natural gas vehicles.

On November 6, 2019, the City Council approved and awarded a Design-Assist and Construction Agreement to W.M. Lyles Company for the Project in the amount of $23,394,729. In addition, the City Council authorized the Environmental Utilities Director or his designee to approve and pay for contract change orders for the Project that could increase the contract amount by no more than 5% or $1,169,736. On June 16, 2021, the City Council authorized an additional change order budget in the amount of 5% of the original construction contract amount for a total change order budget of $2,334,973.

W.M. Lyles Company received the Notice to Proceed on November 13, 2019. The City's Environmental Utilities Department completed final inspection of the Project on August 16, 2023, and found the work to be completed in accordance with the Contract Documents. Therefore, the Project is now ready for final acceptance and approval of the Notice of Completion.

FISCAL IMPACT

A Design-Assist Construction Contract was awarded to W.M. Lyles Company in the amount of $23,349,729. City Council also approved an allowance to pay contract change orders of up to 10% of the value of the contract ($2,334,973). There were a total of seven (7) negotiated change orders during construction for a total cost of $1,419,462.26. The final contract value is $24,769,191.26. Funding for this project was provided by the South Placer Wastewater Authority.

ENVIRONMENTAL REVIEW

Implementation of the PGWWTP Energy Recovery Project was previously evaluated in the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project Final Initial Study/Mitigated Negative Declaration (IS/MND) (SCH# 2016122040) (certified by the City Council on April 6, 2017), and the Addendum to the IS/MND (SCH# 2016122040) (certified by the City Council on November 7, 2018). No additional CEQA action is required for the approval of this Notice of Completion.

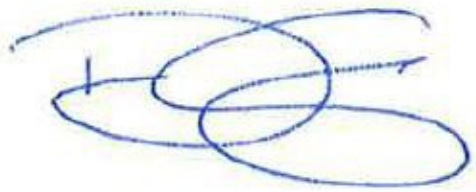
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Principal Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-382

Notice of Completion

RESOLUTION NO. 23-382

ACCEPTING THE PUBLIC WORK KNOWN AS THE PLEASANT GROVE WASTEWATER TREATMENT PLANT ENERGY RECOVERY PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project, has been approved and the public work accepted.

2. The Environmental Utilities Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project was completed and accepted by the City of Roseville on September 20, 2023. 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 W.M. Lyles Compnay.

The surety on said project was Liberty Mutual Surety

_____.

_____

RICHARD D. PLECKER

Environmental Utilities Director
City of Roseville
Owner

ATTEST:

_____
Carmen Avalos, City Clerk

State of California)
County of Placer)

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

_____

RICHARD D. PLECKER

Environmental Utilities Director
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.

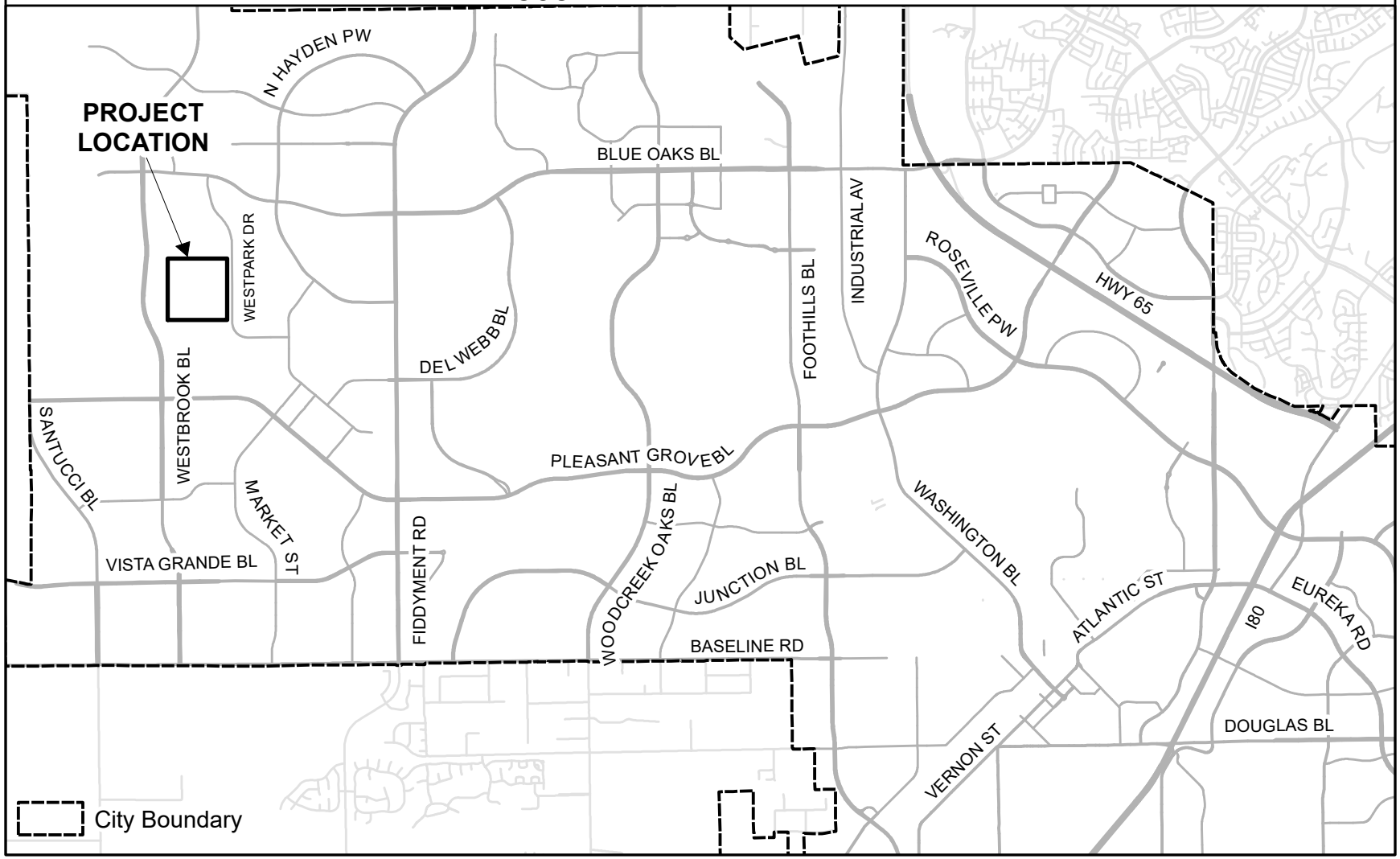
State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, RICHARD D. PLECKER 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"
PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION PROJECT
5051 WESTPARK DRIVE



COUNCIL COMMUNICATION

CC #: 2946
File #: 0800-02 & 0201-01

Title:	American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project - Agreement and Budget Adjustment
Contact:	Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

(1) Adopt a resolution to authorize the City Manager to execute the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement with Regional Water Authority (RWA) to receive up to $8,010,000 of state funding for the City's Misty Woods and Campus Oaks Aquifer Storage and Recovery (ASR) Wells; and
(2) Adopt an ordinance to approve a budget adjustment to add $8,010,000 of revenue to the Aquifer Storage and Recovery Wells 13 Campus Oaks and 19 Misty Wood Project to offset costs to the Water Construction Fund that receives additional revenue from developer connection fees.

BACKGROUND

The State Water Resources Control Board (State Board) has the requirement to periodically update its regulations for how water is put to beneficial use in the Bay-Delta. Voluntary Agreements (VA's) provide a collaborative alternative to the State Board's regulatory process (imposing arbitrary unimpaired flow criteria on rivers such as the American River) and provide for a combination of habitat restoration, environmental outflow, a science program, and funding.

As part of the 2019 VA proposal for the American River region, 30 thousand acre-feet (TAF) of groundwater, coming from a combination of existing or new facilities within the Sacramento Region and the Sacramento Regional Water Bank, would be made available in up to 3 of 8 Dry (D) or Critical (C) years. The request from American River groundwater providers in the 2019 VA proposal included a request for a combined amount of $55 million for infrastructure to make this water available.

Late in 2022, the Regional Water Authority (RWA) was approached by the California Natural Resources Agency (CNRA) and the Department of Water Resources (DWR) and asked if $55 million were made available now to American River groundwater providers, if groundwater

infrastructure projects could be under contract and completed quickly, with a Funding Agreement allowing reimbursement of expenses incurred starting on June 1, 2023, through final payment plus three years, with work being completed by December 21, 2025, and no funds requested after March 31, 2026. RWA informed the State that there were many projects within the region that would fit the criteria. In response, RWA members prepared a list of potentially eligible projects.

STATE FUNDING AGREEMENT

The State has requested that, in exchange for funding the full $55 million request, the funding recipients would build needed infrastructure and make available 30 TAF of water in three D and C years over an eight-year period.

Operationally, the Bureau of Reclamation would release this same quantity of water in the spring from Folsom Reservoir to the Lower American River, from March through May, and groundwater providers who receive state funding would forego diverting this water by shifting to groundwater supplies in years the water is called for (call years).

The water made available through this effort would be considered environmental outflow and would be allowed to continue to pass to the Delta. The Funding Agreement Between the State of California (Natural Resources Agency and Department of Water Resources) and Regional Water Authority – Voluntary Agreement Early Implementation for the American River ("Funding Agreement") also specifies that if there are fewer than three D or C years during the eight-year period, that the State may call upon the funding recipients to provide groundwater in one D call year in the three years following.

The Funding Agreement does not assign specific flow obligations to specific funding recipients. Instead, it recognizes that the groundwater being provided is a regional contribution and is a shared obligation.

RWA member agencies, through an ad hoc committee, have determined the proportional share of outflow commitments for a call year and funding for each agency.

Table 1: Flow and Funding Commitments Based on Regional Diversions

Funding Recipient	Flow Commitment[2] (AF)	State Funding Provided (Million $)
Carmichael Water District	3,800	6.83
Citrus Heights Water District	1,963	3.53
City of Roseville	4,460	8.01
City of Sacramento	3,932	7.06
Fair Oaks Water District	1,374	2.47
Golden State Water Company	763	1.37
Orangevale Water Company	460	0.83
Sacramento Suburban Water District	10,488	18.84
Sacramento County Water Agency	2,760	4.96
RWA Administration		1.10
Total	**30,000**	**55.00**

The Funding Agreement states, among other things, that funding recipients will provide quarterly reporting on project status and submit invoices to RWA. RWA will then compile and submit this

information and will then receive reimbursement from the State. RWA will then distribute the reimbursement funds to the funding recipients. The funds received from the State are anticipated to satisfy the State's obligations for $55 million from the 2019 VA proposal.

The Funding Agreement was approved by the RWA Board's Executive Committee on June 30, 2023, and the California Natural Resources Agency and State Department of Water Resources fully executed the Funding Agreement with RWA on July 21, 2023.

PROJECT AGREEMENT

In addition to the Funding Agreement, each participating agency needs to adopt the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement with RWA. The ARTESIAN Project Agreement will function similar to a sub-recipient agreement between RWA and the RWA members who will receive state funds.

The ARTESIAN Project Agreement has many similar terms as those in the Funding Agreement, and includes the flow commitments provided for in Table 1 above and the amount of funding to be reimbursed to the funding recipient. The participants will be responsible for coordination commitments such as technical team meetings, flow accounting, and annual collaboration to provide flow recommendations and reviews.

Like other RWA project and program agreements, and as required by the RWA Joint Powers Agreement, the ARTESIAN Project Agreement contains terms to protect non-participating RWA Members and Contracting Agencies from all liability and obligations related to the Project Agreement and the Funding Agreement.

Staff has weighed the temporary dedication of water to the Lower American River in call years, relative to the amount of infrastructure funding that the City would receive and has determined that this constitutes an attractive deal for the City of Roseville and recommends that the City Council approve the ARTESIAN Project Agreement with RWA.

FISCAL IMPACT

The recommended budget adjustment will add $8,010,000 of revenue to the Aquifer Storage and Recovery Wells 13 Campus Oaks and 19 Misty Wood Project to offset costs to the Water Construction Fund that receives additional revenue from developer connection fees.

Costs relative to pumping the required quantity of groundwater to make available 4,460 acre-feet of water in three D and C years over an eight-year period, are already budgeted in the Water Operations Fund which receives revenue from water utility sales.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Campus Oaks ASR well project was accomplished with the preparation of the Hewlett Packard Master Plan EIR and subsequent CEQA addendums for the Campus Oaks Master Plan (SCH No.1995112022). Additionally, both proposed well sites were evaluated in the Aquifer Storage and Recovery (ASR) Program Draft and Final EIR certified in 2012 (SCH 2009072018), and the Supplement to the ASR Final EIR (certified December 17, 2020). Because the action is consistent with the projects evaluated in the previously certified and

adopted CEQA documents, no new affects would be expected to occur and all applicable mitigation measures from the CEQA documents will be implemented. As such, no additional CEQA action is required at this time.

Additionally, on July 3, 2023, the RWA filed a CEQA Notice of Exemption with Placer County for the State Funding Agreement with the State Department of Water Resources.

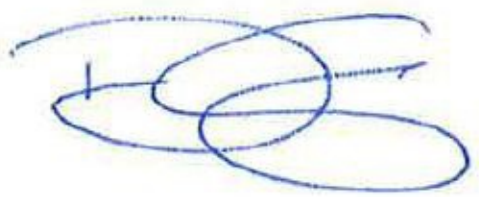
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Bigley, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-386

ARTESIAN Agreement

Ordinance 6715

Budget Adjustment

Table 1

Notice of Exemption

RESOLUTION NO. 23-386

APPROVING A PROJECT AGREEMENT WITH THE REGIONAL WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the State Water Resources Control Board has the requirement to periodically update its regulations for how water is put to beneficial use in the Bay-Delta; and

WHEREAS, Voluntary Agreements (VA's) provide a collaborative alternative to the State Board's regulatory process (imposing arbitrary unimpaired flow criteria on rivers such as the American River) and provide for a combination of habitat restoration, environmental outflow, a science program, and funding; and

WHEREAS, late in 2022, the Regional Water Authority (RWA) was approached by the California Natural Resources Agency (CNRA) and the Department of Water Resources (DWR) and asked if $55 million were made available now to American River groundwater providers, if groundwater infrastructure projects could be under contract and completed quickly, with a Funding Agreement allowing reimbursement of expenses incurred starting on June 1, 2023, through final payment plus three years, with work being completed by December 21, 2025, and no funds requested after March 31, 2026; and

WHEREAS, the State has requested that, in exchange for funding the full $55 million request, the funding recipients would build needed infrastructure and make available 30 thousand acre-feet of water in three Dry and Critical years over an eight-year period, after the State's disposition on the VA's; and

WHEREAS, the Funding Agreement was approved by the RWA Board's Executive Committee on June 30, 2023, and the California Natural Resources Agency and State Department of Water Resources fully executed the Funding Agreement with RWA on July 21, 2023; and

WHEREAS, in addition to the Funding Agreement, each participating agency needs to adopt the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement with RWA; and

WHEREAS, the ARTESIAN Project Agreement will function similar to a sub-recipient agreement between RWA and the RWA members who will receive state funds; and

WHEREAS, staff recommends approval of the ARTESIAN Project Agreement with RWA; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement with RWA is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REGIONAL WATER AUTHORITY

AMERICAN RIVER TERMS for ECOSYSTEM SUPPORT and INFRASTRUCTURE ASSISTANCE NEEDS (ARTESIAN)
PROJECT AGREEMENT

This Agreement dated July 25, 2023 is entered into by Regional Water Agency, a California joint powers authority ("RWA") and the RWA Members and Contracting Entities listed in Exhibit A (collectively "Participants") who execute this Agreement and agree as follows:

1. Recitals

This Agreement is made with reference to the following background recitals:

1.1. The purpose of this Agreement is to create the American River Terms for Ecosystem Support and Infrastructure Assistance Needs ("ARTESIAN") Project to govern administration of state funds provided to RWA on behalf of the Participants for early implementation of the American River region's 2019 Voluntary Agreement proposal.

1.2. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability, and quality of water resources.

1.3. The joint powers agreement pursuant to which RWA was formed and operates ("RWA JPA"), authorizes RWA to enter into a "Project or Program Agreement," which is defined as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

1.4. Article 21 of the RWA JPA states: "The Regional Authority's projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition, or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name."

1.5. Article 22 of the RWA JPA states: "Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those

Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement."

1.6. As further described in this Agreement, RWA and the Participants desire to carry out a project and share in the costs and benefits of a project as provided for in Articles 21 and 22 of the RWA JPA.

1.7. As part of the (unratified and unexecuted) 2019 Voluntary Agreement proposal ("2019 VA Proposal") for the American River region, American River groundwater providers, including the Participants, proposed to make available 30 thousand acre-feet ("TAF") of water available through groundwater replenishment in up to 3 of 8 Dry (D) or Critical (C) years[1] through a combination of existing or new facilities and the Sacramento Regional Water Bank. This water will be released from upstream storage through Folsom Reservoir by Reclamation or will occur downstream of Folsom Reservoir in the Lower American River as a result of reduced surface water diversions. Groundwater replenishment for flows made to the Lower American River will be completed no later than March 1 of the following calendar year. The 2019 VA Proposal included a request from American River groundwater providers for a combined amount of $55 million for infrastructure to make this water available.

1.8. On June 14, 2023, the RWA Board of Directors approved a form of funding agreement ("Funding Agreement") between RWA and the California Natural Resources Agency ("CNRA") and the Department of Water Resources ("DWR") effective June 1, 2023 under which CNRA and DWR will fund up to $55 million in groundwater infrastructure projects through RWA as funding recipient in exchange for RWA obtaining commitments from the Participants to make available the 30 TAF according to the 2019 VA Proposal.

1.9. On June 30, 2023, the RWA Executive Committee approved the substantively final form of the Funding Agreement and authorized the RWA Executive Director to sign.

1.10. Upon the effective date of the Funding Agreement, the parties desire for this Agreement to govern their respective rights and obligations with respect to administration of state funding under the Funding Agreement.

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[1] Based on the Sacramento Valley Index as defined under the Revised State Water Resources Control Board's Decision 1641.

2. Definitions

The following defined words and terms shall apply in this Agreement:

2.1. Call Year: A year type identified in this Agreement and the State Agreement in which outflow through groundwater replenishment will be provided and "called for" after assessing conditions through the Operations Review Group. This would occur in three out of eight D or C year types during the Agreement term, beginning in 2025. If the total of C and D years from and including 2025 and 2032 is fewer than three, then the State may implement another call year in a D year from and including 2033 and 2036. Specific details of this flow contribution are defined in Exhibit 1A and Exhibit 2, Appendix A.

2.2. Annual Flow Accounting Report ("AFAR"): A document to be produced annually to record the volume of outflow released by Reclamation at Folsom Dam, the flow volumes paid back from the Participants to Reclamation, and report a detailed accounting of which Participants made water available, the total volumes provided, mechanisms used to replenish water, deficits in contributions, over-production of contributions, any mitigation to make up for any Participant's inability to meet its replenishment obligations, and a discussion of any challenges or lessons learned.

2.3. Master Flow Ledger ("MFL"): A document that will be updated regularly throughout the term of the Agreement to keep an accounting of outflow releases and replenishment. It will serve as a ledger that will summarize the total amount of water provided by each Participant and keep a running tally of total groundwater replenished by the region, provided as an estimate of the amount of water paid back during the current reporting period and the total amount paid back to-date. The MFL will carry forward from year-to-year through the Agreement term. When developing the MFL, Reclamation and the Participants will look at existing resources and sources of information to pull into its development.

2.4. Operations Review Group ("ORG"): The ORG will consist of operations and/or technical staff from Reclamation and each Participant who makes groundwater available for outflow. The ORG will serve as a collective entity to meet, review, confer, and report on water accounting for American River outflow.

2.5. Replenishment: The amount of water made available by Participants to backfill the amount released by Reclamation out of Folsom Reservoir.

2.6. Replenishment Schedule: An informed estimate that provides an explanation and forecast of how and when Participants are anticipating to pay back water releases that Reclamation has made available from Folsom Reservoir.

2.7. Readiness Review: A convening of Participants and other American River water providers with obligations to make outflow available meeting and discussing

each agency's overall readiness to perform and meet their agreed-upon obligations for the upcoming year. The Readiness Review will include the preparation of the Replenishment Schedule.

2.8. Any other term not expressly defined in this Agreement shall have the meaning provided in the Funding Agreement.

3. Term. This Agreement will remain in effect for as long as any obligations under this Agreement remain outstanding.

4. Project Description

4.1. The project that RWA and the Participants create through this Agreement involves using state funds granted to RWA for Participants to design and construct a suite of proposed groundwater infrastructure projects which will make additional water supply capacity available for agencies that provide groundwater. These projects are identified in Exhibit 1 of this Project Agreement. This also includes making outflow available through 30 thousand acre-feet ("TAF") of groundwater substitution in up to three D or C years, and related reporting and coordination requirements, a schedule for which is provided as Exhibit 4, all as further described in this Agreement.

4.2. Eligible Participants in this Project are those RWA Members or Contracting Entities who have a project listed on Exhibit 1.

4.3. This Agreement will become effective upon the execution of this Agreement by RWA and at least one of the named Participants on Exhibit 1.

5. RWA Responsibilities

5.1. RWA shall administer the Funding Agreement and this Agreement for the benefit of the Participants, including:

- Coordinating and administering all aspects of this Agreement;
- Coordinating invoicing, reimbursement, and communication to DWR for projects funded under the Funding Agreement; and,
- Preparing and submitting reports required by the Funding Agreement.

5.2. RWA agrees to subgrant a portion of those funds granted to RWA under the Funding Agreement to each Participant for reimbursement of Eligible Project Costs, as that term is defined in the Funding Agreement, up to the project amounts identified in Exhibit 1A and Exhibit 1B. RWA shall not be responsible for payment of any amounts in excess of the project amounts identified in Exhibit 1A and 1B without written modification of this Agreement. Participants shall invoice RWA for eligible project-related costs, in arrears.

5.3. Each Participant shall reimburse RWA for any erroneous or disallowed disbursement of state funds. Reimbursement shall occur within 30 days of written demand by RWA.

5.4. RWA shall not be obligated to disburse any remaining unpaid portion of state funds unless and until sufficient funds identified for allocation to a Participant are released by the state to RWA for expenditure under the Funding Agreement. RWA shall expeditiously seek the release of state funds held by the state for projects funded by this Agreement.

6. Participant Responsibilities

6.1. Participants, acting as Local Project Sponsors under the Funding Agreement, shall have sole responsibility for design, construction, management, oversight, compliance, operations, maintenance and legal compliance for the projects funded by this Agreement. As a condition of receiving state funds under this Agreement, Participants agree to complete their funded projects and assume all project costs not reimbursed with state funds through this Agreement.

6.2. Except for the RWA responsibilities in section 5, the Participants shall also assume and perform all of RWA's obligations under the Funding Agreement with respect to their projects funded under this Agreement. The responsibilities assumed by each Participant are those provided in the Funding Agreement attached Exhibit 2 and Exhibit 2, Appendix A of this Agreement.

6.3. Participants shall meet all reporting requirements in a timely manner, as well as providing an obligated portion of groundwater contributions to outflow as specified in Exhibit 1A. This includes participating in a regional total of 30 TAF available from groundwater replenishment in up to three D or C years out of eight years of the Agreement, and for an additional four years if three D or C years do not occur in the initial eight-year period, all in compliance with the specific terms of the Flow Contribution set forth in the Funding Agreement.

6.4. Participants agree not to take any action that will cause RWA or any other Participant to breach the Funding Agreement. RWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action in regard to obtaining reimbursement for, any Participant that breaches one or more of its responsibilities provided in this Agreement hereof and that fails to cure such breach promptly after receipt of notice from RWA of the breach and requirements for curing the breach.

6.5. To ensure an external evaluation of water made available in support of the VA nets the 30 TAF of groundwater, participants agree that commensurate reductions of groundwater extractions at a level equal to or greater than water

commitments, or other beneficial actions such as direct groundwater recharge, during non-Dry or Critical years is vital.

6.6. Flow Contribution.

6.6.1. Each Participant agrees that, as part of a regional arrangement with Reclamation, it will make available the agreed-upon quantity of outflow in up to three out of eight D or C years, provided in Exhibit 1A.

6.6.2. Assuming Reclamation provides outflow from Folsom Dam as early as March 1 of a call year, Participants will begin to replenish releases made by Reclamation as early as March 1 by reducing surface water diversions and providing groundwater substitution. The timing to achieve this complete replenishment from groundwater will rely on the rate of demand for water within the region, but shall not go beyond March 1 of the following calendar year.

6.6.3. Each Participant represents and warrants that it has and will maintain for the term of this Agreement sufficient water rights or rights to contract water to meet its outflow obligation under this Agreement. This representation and warranty shall be made effective as of the date the Participant first incurs costs for a funded project that may be reimbursable under this Agreement. Each Participant further represents and warrants that it will take actions to the satisfaction of RWA and the other Participants to ensure that the agreed quantity of water is made available for outflow from Folsom Reservoir.

7. Project Coordination and Prioritization

7.1. Project Committee. The Participants may form a Project Committee consisting of one representative (and one or more alternates) designated by each Participant. The Project Committee may meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. The Project Committee may also use other forms of communication if appropriate, such as e-mail, in order to make decisions or reach intended outcomes.

7.1.1. The Project Committee may meet when needed to assess project status and review any related information. No later than December 31, 2023, if a project is determined by the Project Committee to be unforeseeably infeasible or impracticable, then the Project Committee may meet and confer with the project-specific Participant(s) with the affected project and provide recommendations to RWA on an alternative project that will still achieve the intended objectives of the Funding Agreement. The Project Committee may consider Priority 2 Projects (Exhibit 1B and Exhibit 2, Appendix A – Exhibit A) and any other relevant information provided by the Participant(s).)

7.2. Collaboration Schedule. In order for there to be coordination among the Participants and ensure efficient, effective, and collaborative engagement of the implementation of outflow replenishment associated with this Agreement, a schedule has been developed as guidance for making recommendations and ultimate decisions. This schedule is provided as Exhibit 4.

7.3. Commitment to Participate in a Readiness Review

7.3.1. In early February of each year during the term of the Agreement, a group comprised of one member from each of the Participants and other American River water providers, as necessary, with obligations to make outflow available will convene and discuss each agency's overall readiness to perform and meet their agreed-upon obligations (Readiness Review). From this conversation, parties will understand their commitments and will prepare to meet their current year's obligations.

7.3.2. As part of the Readiness Review, Participants will provide a Replenishment Schedule by March 15 of each call year. The Replenishment Schedule will provide an explanation and forecast of how and when Participants are anticipating to pay back water releases that Reclamation has made from Folsom Reservoir. The Replenishment Schedule will also include whether replenishment would pass through Folsom Reservoir. If a Participant is making replenishment available at or above Folsom Reservoir, then Reclamation would physically see this water showing up in the lake and it would reflect in the overall accounting of Folsom storage. Passing through Folsom Reservoir is important as Reclamation will need to account for replenishment of flows downstream. Since downstream pay back of released outflow to the Lower American River is anticipated to come from groundwater providers via a reduction in surface diversions and increased groundwater production (i.e., groundwater replenishment), Reclamation will need to use the Participant's predicted and real-time estimates of replenishment to keep an accounting. A designated RWA representative will compile feedback from each Participant to create the Replenishment Schedule and to submit it to Reclamation.

7.4. Commitment to Participate in the Operations Review Group (ORG)

7.4.1. A determination on whether releases will be made on an annual basis will be recommended by the ORG. By mid-February of each year of the Agreement term, the ORG will walk through various potential scenarios for the forthcoming water year, which includes the review of current information and forecasts, and discussion of potential risks that could cause changes to planned flow releases or replenishment.

7.4.2. If it appears to be a C or D year type, the ORG will discuss whether there should be environmental outflow, provided through groundwater substitution, in that year. Depending on current conditions, whether calls of a certain year type were made in prior years, whether future potential call years may have more favorable

conditions for flow releases, uncertainty related to initial Central Valley Project allocations, or other varying factors, the ORG may make a recommendation to Participants to make outflow releases that year or to hold off on providing outflow until a potential future year.

7.4.3. If the ORG determines that it will be a year that outflow will be provided (a "call year"), then it will also recommend a flow release schedule and assess biological conditions in the Lower American River to determine optimum timing and volumes of releases.

7.5. Flow Accounting

7.5.1. Starting as early as the week of March 1 or when Reclamation begins releasing outflow from Folsom Reservoir, the Master Flow Ledger (MFL) will begin keeping track of releases at Folsom Reservoir and of the following replenishment by Participants. The MFL will provide a running tally of outflow and replenishment, provided as an estimate of the amount of water paid back to Folsom storage during the current reporting period and the total amount paid back to-date within the year. The ledger will be placed in a readily and publicly accessible and version-controlled location. The ledger will be updated weekly throughout the year until committed replenishment volumes are fulfilled. Each Participant will provide weekly updates to the MFL during the course of their replenishment period.

7.5.2. In January following a call year, the ORG shall convene to review the accounting from Reclamation and the Participants and "true up" real-time flow numbers with actual volumes accounted for after outflows are fully replenished in Folsom Reservoir and through MFL accounting. These verified numbers will then be placed into an annual report summarizing findings, the Annual Flow Accounting Report (AFAR).

7.5.3. By February 1 of the year following a call year, the ORG will prepare and complete the AFAR. The AFAR will be made available after water is substantially replenished from all intended sources. This document will verify the flow volumes paid back and report a detailed accounting of which Participants made water available, the total volumes provided, mechanisms used to replenish water, deficits in contributions, over-production of contributions, any mitigation to make up for any Participant's inability to meet its replenishment obligations, and a discussion of any challenges or lessons learned.

7.5.4. The MFL will be ongoing across all years of the term of the Agreement and is intended to carry forward into future years. This will allow Participants to have the ability to compare relative contributions across years, enable potential payback between Participants, and create multi-annual reports and assessments, as needed.

7.6. Role of RWA. The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to

the Participants on the status of implementation of the Project, (c) assist the Project Committee in carrying out its activities under this Agreement, and (d) administer implementation of the grant on behalf of RWA and the Participants consistent with the determinations of the Project Committee and the provisions of this Agreement.

7.7. RWA Project Management Expenses. RWA has developed an estimate of administrative expenses in coordinating aspects of the Funding Agreement, which is provided in Exhibit 3. RWA will submit invoices for reimbursement to DWR along with other project expenses from Participants. RWA will submit a quarterly statement to the Participants for the Project Management Expenses, which shall include a brief description of the work performed, the dates of work, number of hours worked, and staff positions in accordance with Exhibit 3. If RWA does not expend the estimated amount, the remaining funds will be utilized for Participant's projects.

8. Breach; Termination; Withdrawal

8.1. Termination by Default. Any Participant's failure to perform any obligation under this Agreement is a material breach of the Agreement. In the event of a material breach, the non-defaulting Participants or RWA may provide the defaulting Party with written notice of the breach and specify a reasonable opportunity to cure. If the defaulting Participant fails to cure a material breach after such notice and a reasonable opportunity to cure, the non-defaulting Participants and RWA may terminate a Participant's participation in this Agreement upon 30 days written notice to the defaulting Participant identifying the reason for termination.

8.2. Termination by Mutual Agreement. This Agreement also may be terminated by mutual written agreement of the parties.

8.3. Termination for Lack of Funding. The primary source of funding for this Project is the State of California under the Funding Agreement. If state funding is reduced, deleted, or delayed by the budget process or other budget control actions, RWA shall provide written notice to the Participants either suspending or canceling the Agreement.

8.4. Withdrawal of a Participant. A Participant may withdraw from this Agreement at any time, effective upon sixty days' notice to RWA and the other Participants.

8.5. Effect of Termination or Withdrawal.

8.5.1. A Participant whose participation in this Agreement has been terminated by default, withdrawal, or any other reason, and who have already submitted invoices and accepted state funds from RWA under the Funding Agreement, shall provide immediate reimbursement of all funds received.

8.5.2. A Participant whose participation in this Agreement has been terminated by withdrawal and who has not received any state funds from RWA under the Funding Agreement may withdraw without cost and shall be relieved of all future liability under this Agreement upon the effective date of the Participant's withdrawal.

9. Project Liability and Indemnity

9.1. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those RWA Members and/or Contracting Entities who have not executed this Agreement.

9.2. Participants acknowledge that RWA entered into the Funding Agreement at their request and for their benefit. Each Participant agrees to indemnify, defend, protect, and hold harmless RWA and its officers, employees, agents, Members, and Contracting Entities from and against any claims, liability, losses, damages and expenses (including attorney, expert witness, and litigation costs), including, but not limited to, any matter tendered to RWA for indemnification or defense under the Funding Agreement that arise out of, pertain to, or are related to this Agreement or the Funding Agreement. This indemnity provision will not apply to any claim or matter arising from the sole negligence or willful misconduct of RWA. Obligations under this indemnification provision are joint and several and shall survive the termination of this Agreement.

9.3. Each Participant agrees to indemnify, defend, protect, and hold harmless RWA and its officers, employees, agents, Members, and Contracting Entities, and each other Participant and their officers, employees, and agents, from and against any claims, liability, losses, damages and expenses (including attorney, expert witness, and litigation costs) that arise out of, pertain to, or are related to the facilities funded through this Agreement or the flow contribution obligations provided for in this Agreement. This indemnity provision will not apply to any claim or matter arising from the sole negligence or willful misconduct of RWA.

10. General Provisions

10.1. Recitals. The Recitals in Section 1 are incorporated into and shall constitute a part of this Settlement Agreement.

10.2. Amendments. This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

10.3. Authority. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the authority and capacity to make the promises set forth in this Agreement.

10.4. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, statutes, and regulations.

10.5. Cooperation. Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the preparation and execution of documents which may be required hereunder, in order to implement and effectuate this Agreement.

10.6. Notice. Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by electronic mail; or (c) personal delivery.

10.7. Counterparts. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

10.8. Governing Law. Except as otherwise required by law, the Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

[Signatures on Following Pages]

[Participant Signature Blocks on Separate Pages – each Participant to provide their standard signature blocks]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

_____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD D. PLECKER, P.E.
Environmental Utilities Director

EXHIBIT 1A

PROJECT PARTICIPANT FUNDING AWARD AND FLOW CONTRIBUTION

Funding Recipient	Flow Commitment[2] (AF)	State Funding Provided (Million $)
Carmichael Water District	3,800	6.83
Citrus Heights Water District	1,963	3.53
City of Roseville	4,460	8.01
City of Sacramento	3,932	7.06
Fair Oaks Water District	1,374	2.47
Golden State Water Company	763	1.37
Orangevale Water Company	460	0.83
Sacramento Suburban Water District	10,488	18.84
Sacramento County Water Agency	2,760	4.96
RWA Administration		1.10
Total	**30,000**	**55.00**

[2] The total commitment provided here assumes streamflow depletion factor is included.

EXHIBIT 1B

PROJECTS TO BE FUNDED

Projects here are divided into two categories: Priority 1 Projects and Priority 2 Projects. Priority 1 Projects are projects that as the date of execution of the Funding Agreement that Participants intend to complete and for which they plan to seek reimbursement through the Funding Agreement. Priority 2 Projects are projects that are provided for in the Funding Agreement in the event that one or more Priority 1 Projects become unforeseeably infeasible or impracticable. RWA and Participants will work together as identified in ARTESIAN article 7.1.1 to identify another acceptable project. In the event a Priority 1 Project is determined to be infeasible or impracticable, RWA and the Participant will recommend an alternative Priority 2 project to DWR, and all entities shall mutually agree on a Priority 2 Project to replace the Priority 1 Project.

Priority 1 Projects

Agency	Project Name
City of Roseville	ASR Well - Mistywood ASR Well - Campus Oaks
Sacramento County Water Agency	Elk Grove Automall Well Poppy Ridge Storage Tank
Sacramento Suburban Water District	Well 84 Antelope/Don Julio (ASR-equipped) Wells 81, 82, and 83 Antelope North/Poker
Carmichael Water District	Construct two ASR wells (Ladera and Winding Way)
City of Sacramento	Groundwater Wells - Capacity Enhancements Well 168
Golden State Water Company	Upgrade existing connection between GSWC with SCWA in the Cordova System (Mercantile and Foyer)
Citrus Heights Water District	ASR Well Equipping
Fair Oaks Water District	Northridge Replacement Well
Orange Vale Water Company	Well 4 or Well 5

Priority 2 Projects

Agency	Project Name
City of Roseville	ASR Well - Pleasant Grove ASR Well - Marlin Drive
Sacramento Suburban Water District	Well N35 Antelope North (Granular activated carbon treatment for PCE)
Carmichael Water District	Replace Garfield-San Juan-Lincoln transmission lines between two wells (includes intertie with CHWD) Backup power at existing well sites Intertie and pump station with SSWD
City of Sacramento	Florin Booster Pump Station Well 170 Well 171 Well 172 Groundwater Treatment at Wells (133,134,164, 166) Water Quality Sampling GW Power Reliability Project
Fair Oaks Water District	Fair Oaks Water District Regional Distribution Facility Carmichael Water District Interconnection Pipeline & Booster Facility Phoenix Park Well Project
Orange Vale Water Company	Well No. 4 or 5 Well No.3 Storage Tank Booster Pump Station

EXHIBIT 2

PARTICIPANT/LOCAL PROJECT SPONSOR OBLIGATIONS UNDER CNRA AND DWR VOLUNTARY AGREEMENT EARLY INFRASTRUCTURE FUNDING

Each Participant listed in Exhibit 1A and 1B, acting as a Local Project Sponsor, agrees that it will fully and timely perform all Local Project Sponsor obligations. Under Article 4 of the Funding Agreement, each Local Project Sponsor is to assume RWA's obligations for the purposes of individual project management, oversight, compliance, and operations and maintenance, and to act on behalf of RWA in the fulfillment of RWA's responsibilities under the Funding Agreement. For each Participant and its project or projects, these Funding Agreement obligations include, but are not limited to:

- Flow Contribution (Paragraph 1 and Exhibit A);
- Project CEQA compliance (Paragraph 5.C);
- Continuing Eligibility (Paragraph 12);
- DWR's Facilitating Improvements to Systemwide Habitat Program Guidelines Funding Requirements (Paragraph 12.F);
- Operation and Maintenance (Paragraph 14);
- Standard Conditions (Exhibit D); and,
- State Audit Document Requirements and Funding Match Guidelines for Funding Recipients (Exhibit H).

To the extent any Funding Agreement obligation assumed by a Participant requires coordination, communication, or submission of information to DWR, Participant shall coordinate its activities with RWA.

The Funding Agreement is attached as Appendix A to this Exhibit 2 and made a part hereof. The attached current draft agreement will be replaced as necessary with any amended drafts and, when executed, with the final document. RWA will provide each Participant with a copy of the operative Funding Agreement and any amendments to it. Any new or amended terms and conditions in subsequent versions of the Funding Agreement will govern over the similar terms and conditions stated in this Exhibit 2 Appendix A. Each Participant will include all applicable provisions in this Exhibit 2, Appendix A as contract terms, conditions or specifications in any consulting, construction or other contract let to a contractor or subcontractor to carry out any portion of a project funded under the Grant Agreement.

EXHIBIT 2, APPENDIX A

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND REGIONAL WATER AUTHORITY

VOLUNTARY AGREEMENT EARLY IMPLEMENTATION FOR THE AMERICAN RIVER

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND THE REGIONAL WATER AUTHORITY

VOLUNTARY AGREEMENT EARLY IMPLEMENTATION FOR THE AMERICAN RIVER

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR" and the Regional Water Authority, a joint powers authority in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. The State shall provide funding from FY 2021-22 Budget Trailer Bill Assembly Bill 211 (Stats. 2022, Ch. 574, § 35 (a) (4)) and the FY 2021-22 Budget Act, Senate Bill 170 (Stats. 2021. Ch. 240, § 10 (h)) to the Funding Recipient to assist in financing the Project.

   The Project is further described on Exhibit A, "Work Plan." The purpose of the Project is to provide new and enhanced infrastructure that will improve the American River region's ability to enhance groundwater production capabilities and flexibility in Dry and Critical Water Years as determined by the Sacramento River Index.

   In consideration of the funding provided by DWR under this Funding Agreement, the American River water suppliers who receive that funding will provide 30,000 acre-feet of groundwater-substitution water to augment, through the Bureau of Reclamation's operation of Folsom Dam and Reservoir as part of coordinated Central Valley Project and State Water Project operations, streamflows in the Lower American River in each of three out of eight years beginning in 2025. Each of those three years will be either a critical or dry year on the Sacramento Valley Index under the State Water Resources Control Board's Revised Decision 1641. This commitment is herein referred to as the "Flow Contribution" and each annual contribution is referred to as an "Annual Flow Contribution." The Flow Contribution and Annual Flow Contribution are further described on Exhibit A, "Flow Contribution."

2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins upon execution of this agreement, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Funding Agreement. However, all work shall be completed by December 31, 2025, with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2026. The RWA Flow Contribution obligations stated in Paragraph 1, "Purpose," shall survive the termination date of this Funding Agreement until satisfied unless State terminates this Funding Agreement as provided herein.

3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed $55,000,000. Any additional costs are the responsibility of the Funding Recipient.

4. FUNDING RECIPIENT COST SHARE. Funding Recipient and the Local Project Sponsors (LPS), through appropriate subagreements with Funding Recipient, agree to complete any LPS Projects listed in Exhibit A that receives State funds under this Funding Agreement. The amount needed to complete the LPS project, not covered by the Funding Amount, is the Funding Recipient Cost Share. This Funding Agreement does not require Funding Recipient to complete those LPS Projects listed in Exhibit A which are not selected for construction and do not receive State funds under this Funding Agreement.

5. BASIC CONDITIONS.
The State shall have no obligation to disburse money for the Project(s) under this Funding Agreement until the Funding Recipient has satisfied the following conditions:

A. For the term of this Funding Agreement, the Funding Recipient shall submit Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Reports must accompany an invoice and all invoice backup documentation.

B. Funding Recipient submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.

C. Prior to the commencement of construction or implementation of activities, if applicable, the Funding Recipient shall submit to the State:

i. Final plans and specifications certified, signed, and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Funding Agreement.

ii. Eligible Costs incurred for work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting will not be reimbursed by DWR under this Funding Agreement until the following actions are performed:

a) The Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,

b) Documents that satisfy the CEQA process are received by the State, and

c) State has completed its CEQA compliance review as a Responsible Agency, and

d) Funding Recipient receives written notification from the State of Lead Agency's CEQA document (s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to funding any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations, or other mitigation. Funding Recipient must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

6. DISBURSEMENT OF FUNDS. The State will disburse to the Funding Recipient the amount approved, subject to the availability of funds through the normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.

7. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after execution of this agreement shall be eligible for reimbursement.

   Costs that are not eligible for reimbursement include, but are not limited to the following items:

   A. Costs, other than those noted above, incurred prior to date of execution of this funding agreement.
   B. Operation and maintenance costs, including post construction performance and monitoring costs.
   C. Purchase of equipment not an integral part of the Project.
   D. Establishing a reserve fund.
   E. Purchase of water supply.
   F. Monitoring and assessment costs for efforts required after Project construction is complete.
   G. Replacement of existing funding sources (e.g., bridge loans).
   H. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
   I. Land and right-of-way acquisition.
   J. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
   K. Payment of Federal and State taxes.
   L. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

M. Costs incurred for any work for which State's concurrence in Lead Agency's CEQA documents is required but not received prior to the deadline to request reimbursement of costs in accordance with Paragraph 2, "Term of Funding Agreement."

8. METHOD OF PAYMENT.
After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt from Funding Recipient via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not Eligible Project Costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Funding Recipient shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in a particular invoice.

B. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:

i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit A. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Funding Recipient's costs, as applicable, in Paragraph 5, "Funding Recipient Cost Share."

v. Original signature and date (in ink) of Funding Recipient's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: Michelle Jesperson, Environmental Program Manager, Division of Multibenefit Initiatives – 6th floor, P.O. Box 94283, Sacramento, CA 94236-0001, or an electronic signature certified and transmitted via DocuSign from authorized representative to Michelle Jesperson, Michelle.Jesperson@water.ca.gov.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Standard Condition Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

    A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.

    B. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement.

    C. Failure to operate or maintain project in accordance with this Funding Agreement.

    D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition Paragraph D.5.

    E. Failure to submit timely progress reports.

    F. Failure to routinely invoice State.

    G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

    Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

i. Declare the funding be immediately repaid.

ii. Terminate any obligation to make future payments to Funding Recipient.

iii. Terminate the Funding Agreement.

iv. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11. CONTINUING ELIGIBILITY. Funding Recipient must meet the following ongoing requirement(s) to remain eligible to receive State funds:

A. Funding Recipient must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.

B. If the Funding Recipient is diverting surface water, the Funding Recipient must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.

C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).

D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq.

E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

F. Facilitating Improvements to Systemwide Habitat Program Guidelines Funding Requirements.

12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a required for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after date of agreement execution with future reports then due on successive three-month increments based on the invoicing schedule and this date.

B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final Project by a registered civil engineer, consistent with Standard Condition D.16, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

C. Post-Performance Reports: Funding Recipient shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 3 years after the completed Project begins operation. The Post-Performance Report shall include well production information from the wells supporting the flow contribution defined in this agreement. This will include the names and locations of wells providing water as well as extraction and recharge data at those locations. See also Exhibit G, Requirements for Data Submittal, for web links and information regarding State monitoring and data reporting requirements. The report should also specify baseline conditions, data collection and method and/or systems used, frequency of data collection and location of data collection relative to the project site.

13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Funding Recipient agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Funding Recipient or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Funding Recipient to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."

14. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
    A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
    B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
    C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
    D. The initiation of any litigation or the threat of litigation against the Funding Recipient or a Local Project Sponsor (LPS) regarding the Project or that may affect the Project in any way.
    E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.16, "Final Inspections and Certification of Registered Civil Engineer." Funding Recipient shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
    A. By delivery in person.
    B. By certified U.S. mail, return receipt requested, postage prepaid.
    C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
    D. By electronic means.
    E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources
Steve Rothert
Manager, Division of Multibenefit Initiatives
P.O. Box 94283
Division of Multibenefit Initiatives- 6th Floor
Sacramento, CA 94236-001
Steve.Rothert@water.ca.gov

Regional Water Authority
James Peifer
Executive Director
2295 Gateway Oaks, Suite 100
Sacramento, CA 95833
Phone: (916) 967-7692
Email: jpeifer@rwah2o.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Michelle Jesperson
Environmental Program Manager
Division of Multibenefit Initiatives – 6th floor
P.O. Box 94283
Sacramento, CA 94236-0001
Michelle.Jesperson@water.ca.gov
(916) 873-4035

Regional Water Authority
Michelle Banonis
Manager of Strategic Affairs
2295 Gateway Oaks, Suite 100
Sacramento, CA 95833
Phone: (916) 967-7692
Email:mbanonis@rwah2o.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

17. STANDARD PROVISIONS. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference.

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Authorization

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Funding Match Guidelines for Funding Recipients

Exhibit I – Local Project Sponsors, Agency Designations, and Project Locations

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA

DEPARTMENT OF WATER RESOURCES

Steve Rothert

Steve Rothert
Manager, Division of Multibenefit Initiatives

Date 7/21/2023

REGIONAL WATER AUTHORITY

Trevor Joseph for James Peifer

James Peifer
Executive Director

Date 7/21/2023

Approved as to Legal Form and Sufficiency

Robin Brewer
Assistant General Counsel,
Office of General Counsel

Date 7/21/2023

EXHIBIT A

WORK PLAN

Groundwater Infrastructure Projects

The purpose of the Project is to provide new and enhanced infrastructure that will improve the American River region's ability to enhance groundwater production capabilities and flexibility in Dry and Critical Water Years as determined by the Sacramento River Index. The Funding Recipient will administer the funds provided by this Funding Agreement and enter into subagreements with some or all of the Local Project Sponsors (LPSs) identified below who will undertake infrastructure projects (LPS Projects) consistent with the Funding Agreement's purpose. The LPS Projects will improve water supply capabilities and promote added flexibility and interconnectivity between suppliers. The LPS Projects will build out additional groundwater production capacity, provide regional redundancy, enhance existing infrastructure, and will also create additional connections between water providers that will allow for more effective conjunctive use capabilities. The LPS Projects provide multiple options for the American River region to enhance groundwater capabilities, which will collectively expand the region's ability to provide outflow.

Subject to the terms in the paragraph "LPS Project Implementation" below, Funding Recipient will act in a coordination role with the LPSs by (1) working with the LPSs to identify a subset selected LPS Project 1 and Priority 2 projects listed below to receive funds provided by this Funding Agreement, (2) ensure Funding Agreement compliance by LPSs , (3) obtaining and retaining evidence of Funding Agreement compliance (e.g., CEQA/NEPA documents, reports, etc.), (4) obtaining data for progress reports from LPSs, (5) assembling and submitting progress reports to the State, (6) and coordinating all invoicing to DWR.

State and Funding Recipient agree that the LPSs will design and construct a subset of the LPS Projects listed in this Exhibit A. Funding Recipient and the LPSs (through appropriate subagreements with Funding Recipient) agree to complete those LPS Projects which will receive State funds under this Funding Agreement. This Funding Agreement does not require Funding Recipient to complete those LPS Projects which are not selected for construction and do not receive State funds under this Funding Agreement.

State and Funding Recipient agree that, as to the LPS Projects and the Flow Contribution described in Paragraph 1, "Purpose", this Funding Agreement shall be considered a preliminary agreement pursuant to section 15004, subdivision (b)(4) of Title 14 of the California Code of Regulations. Receipt of state funds by a LPS for any LPS Project, and approval of the Flow Contribution by each LPS that will be subject to it, are expressly conditioned upon compliance with CEQA, and this Funding Agreement shall not be construed to (a) bind or commit State or Funding Recipient to any specific LPS Project or the Flow Contribution prior to CEQA, (b) restrict any LPS (or other agency if serving as CEQA lead agency for a LPS Project) from considering any feasible mitigation measures and alternatives, including the "no project" alternative, or (c) restrict any LPS (or other agency if serving as CEQA lead agency for a LPS Project) from denying any LPS Project or the Flow Contribution.

Project Administration by Funding Recipient

Task 1: Agreement Administration

The Funding Recipient will (1) enter into subagreements with LPSs for a subset of LPS Projects to be funded under this Funding Agreement, (2) respond to the State's reporting and compliance requirements associated with the grant administration, and (3) coordinate with the project managers responsible for implementing the LPS Projects contained in this agreement.

Task 2: Invoicing

The Funding Recipient will be responsible for compiling invoices for submittal to the State. This includes collecting invoice documentation from each of the Local Project Sponsors (LPS) and compiling the information.

Deliverables:

- Quarterly Invoices and associated backup documentation.

Task 3: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to the State. The Grantee will coordinate with LPS staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Deliverables:

- Quarterly Progress Reports
- Final Project Completion Report
- Grant Completion Report
- Post-Performance Reports

LPS Project Implementation (by LPSs through subagreements with Funding Recipient)

The following are LPS Projects that may be eligible for funding under this Funding Agreement through subagreements with Funding Recipient. The projects are divided into two categories: Priority 1 Projects and Priority 2 Projects. Priority 1 Projects are projects that as the date of execution of this agreement LPSs intend to complete and for which they plan to seek reimbursement through this Funding Agreement. Priority 2 Projects are projects that are provided for in this agreement in the event that one or more Priority 1 Projects become unforeseeably infeasible or impracticable. If a Priority 1 Project becomes infeasible or impracticable, the Funding Recipient will work with the LPS to select a Priority 2 Project that can also fulfill the expectations of this Funding Agreement. In the event a Priority 1 Project is determined to be infeasible or impracticable, Funding Recipient and DWR shall mutually agree on a Priority 2 Project to replace the Priority 1 Project.

Priority 1 Projects

Agency	Project Name
City of Roseville	ASR Well - Mistywood ASR Well - Campus Oaks
Sacramento County Water Agency	Elk Grove Automall Well Poppy Ridge Storage Tank
Sacramento Suburban Water District	Well 84 Antelope/Don Julio (ASR-equipped) Wells 81, 82, and 83 Antelope North/Poker
Carmichael Water District	Construct two ASR wells (Ladera and Winding Way)
City of Sacramento	Groundwater Wells - Capacity Enhancements Well 168
Golden State Water Company	Upgrade existing connection between GSWC with SCWA in the Cordova System (Mercantile and Foyer)
Citrus Heights Water District	ASR Well Equipping
Fair Oaks Water District	Northridge Replacement Well
Orange Vale Water Company	Well 4 or Well 5

Priority 2 Projects

Agency	Project Name
City of Roseville	ASR Well - Pleasant Grove ASR Well - Marlin Drive
Sacramento Suburban Water District	Well N35 Antelope North (Granular activated carbon treatment for PCE)
Carmichael Water District	Replace Garfield-San Juan-Lincoln transmission lines between two wells (includes intertie with CHWD) Backup power at existing well sites Intertie and pump station with SSWD
City of Sacramento	Florin Booster Pump Station Well 170 Well 171 Well 172 Groundwater Treatment at Wells (133,134,164, 166) Water Quality Sampling GW Power Reliability Project
Fair Oaks Water District	Fair Oaks Water District Regional Distribution Facility Carmichael Water District Interconnection Pipeline & Booster Facility Phoenix Park Well Project
Orange Vale Water Company	Well No. 4 or 5 Well No.3 Storage Tank Booster Pump Station

Flow Contribution

The Flow Contribution in Paragraph 1, "Purpose," is subject to the following terms:

- If the State Water Resources Control Board does not approve or accept voluntary agreements based on the March 29, 2022 Memorandum Of Understanding Advancing A Term Sheet For The Voluntary Agreements To Update And Implement The Bay-Delta Water Quality Control Plan, And Other Related Actions (2022 MOU) until after May 1, 2025, then any American River water supplier's obligation to contribution to the Flow Contribution shall start on the January 1 following the State Board's approval or acceptance of voluntary agreements under that Memorandum of Understanding. This memorandum is herein referred to as the "2022 MOU."

- The parties support the proposed contribution and will request that the State Water Resource Control Board recognize the Flow Contribution as the American River water suppliers' contribution from groundwater-substitution operations toward any Bay-Delta water quality control plan amendments based or, or related to, the 2022 MOU, and as a beneficial use of the water right(s) being exercised by a party to provide its portion of the Flow Contribution. The parties recognize that implementation of the Flow Contribution will depend on the Bureau of Reclamation's operation of Folsom Dam and Reservoir and collectively will seek to coordinate with the Bureau of Reclamation as soon as possible.

- DWR may call an Annual Flow Contribution in no more than three critical or dry years during the eight years from and including 2025 and 2032. If the total of critical and dry years from and including 2025 and 2032 is fewer than three, then DWR may call one Annual Flow Contribution in a dry year from and including 2033 and 2036. DWR may not call an Annual Flow Contribution in a critical year after 2032. After 2036, the American River water suppliers shall have no obligation to make any Annual Flow Contribution under this Funding Agreement, unless the parties collectively agree to extend this Funding Agreement, as it may be modified. The time periods stated in this paragraph shall be shifted to later years, without change in their duration, based on the State Water Resources Control Board approving or accepting voluntary agreements based on the 2022 MOU after May 1, 2025 as stated elsewhere in this Funding Agreement.

The Flow Contribution is also subject to the following limitations concerning regulatory and other limits on groundwater substitution operations:

- If a regulatory or other action by the State of California, or one of its agencies, imposes or effects a constraint on the ability of one or more Local Project Sponsors so that they collectively cannot make the full volume of the Flow Contribution, the required amount of the Flow Contribution, and each Annual Flow Contribution, will be reduced consistent with the scope of that constraint, as documented by the Funding Recipient.

- If the Funding Recipient, or one or more Local Project Sponsors, are unable to make an Annual Flow Contribution due to reasons beyond their control, including the Bureau of Reclamation's operation of Folsom Dam and Reservoir, the Funding Recipient, Local Project Sponsors, and DWR will meet and confer regarding potential adjustments in the Flow Contribution commitment. The parties acknowledge that the Local Project Sponsors pump groundwater from basins that are subject to the Sustainable Groundwater Management Act (Water Code § 10720 et seq.) and regulatory actions taken under that act could limit those

Local Project Sponsors' ability to make the Flow Contribution and any Annual Flow Contribution. The parties would address any such limits through meet-and-confer discussions as described above.

- This section applies to an American River water supplier's obligation to participate in making any part of the Flow Contribution, and any part of any Annual Flow Contribution, whether required during those Contributions' initial 2025-2032 term, during a dry year in the 2032-2036 period or during any shift of any of those terms to a later period as provided elsewhere in this Funding Agreement.

EXHIBIT B

BUDGET

Project Administration by Funding Recipient

Project administration by the Funding Recipient shall not exceed $1,100,000 of the Funding Agreement award, which is approximately 2% of the total funded amount. The table below outlines the estimate of administrative costs:

		FY 2023/2024				FY 2024/2025				FY 2025/2026			
Project Management Tasks	**Staff**	**Hrs**	**Rate**	**Total**	**Assumptions**	**Hrs**	**Rate**	**Total**	**Assumptions**	**Hrs**	**Rate**	**Total**	**Assumptions**
Finalize Grant Agreement with DWR	Mgr of Strategic Services	48	160.48	$ 7,703			168.50	$ -			176.93	$ -	
(includes update of scope, schedule, budget)	Finance Manager	24	118.96	$ 2,855			124.91	$ -			131.15	$ -	
	Senior Project Manager	0	120.68	$ -			126.71	$ -			133.05	$ -	
	Project Research Asst.	8	72.88	$ 583			76.52	$ -			80.35	$ -	
Grant Agreement Support to Grant Recipients	Mgr of Strategic Services	120	160.48	$ 19,258	10 hr/month	120	168.50	$ 20,220	10 hr/month	96	176.93	$ 16,985	8 hr/month
(includes modification requests)	Finance Manager	240	118.96	$ 28,550	20 hr/month	240	124.91	$ 29,978	20 hr/month	120	131.15	$ 15,738	10 hr/month
	Senior Project Manager	60	120.68	$ 7,241	5 hr/month	60	126.71	$ 7,603	5 hr/month	60	133.05	$ 7,983	5 hr/month
	Project Research Asst.	24	72.88	$ 1,749	2 hr/month	24	76.52	$ 1,837	2 hr/month	24	80.35	$ 1,928	2 hr/month
Conduct and Document Grant Recipient Meetings	Mgr of Strategic Services	8	160.48	$ 1,284	2 hr/mtg	8	168.50	$ 1,348	2 hr/mtg	8	176.93	$ 1,415	2 hr/mtg
(up to 4 meetings)	Finance Manager	96	118.96	$ 11,420	8 hr/mtg	96	124.91	$ 11,991	8 hr/mtg	96	131.15	$ 12,591	8 hr/mtg
	Senior Project Manager	16	120.68	$ 1,931	4 hr/mtg	16	126.71	$ 2,027	4 hr/mtg	16	133.05	$ 2,129	4 hr/mtg
	Project Research Asst.	16	72.88	$ 1,166	4 hr/mtg	16	76.52	$ 1,224	4 hr/mtg	16	80.35	$ 1,286	4 hr/mtg
Compile and Submit Requirements for Disbursement for Projects	Mgr of Strategic Services	4	160.48	$ 642		4	168.50	$ 674		4	176.93	$ 708	
(includes Performance Monitoring Plan)	Finance Manager	198	118.96	$ 23,554	6 hr/project	198	124.91	$ 24,732	6 hr/project	198	131.15	$ 25,968	6 hr/project
	Senior Project Manager	99	120.68	$ 11,947	3 hr/project	99	126.71	$ 12,545	3 hr/project	99	133.05	$ 13,172	3 hr/project
	Project Research Asst.	33	72.88	$ 2,405	1 hr/project	33	76.52	$ 2,525	1 hr/project	33	80.35	$ 2,652	1 hr/project
Prepare Invoices for Grant Reimbursement to DWR	Mgr of Strategic Services	4	160.48	$ 642	1 hr/invoice	4	168.50	$ 674	1 hr/invoice	4	176.93	$ 708	1 hr/invoice
(up to 20 total) (4 per year)	Finance Manager	48	118.96	$ 5,710	12 hr/invoice	96	124.91	$ 11,991	12 hr/invoice	96	131.15	$ 12,591	12 hr/invoice
	Senior Project Manager		120.68	$ -			120.68	$ -			120.68	$ -	
	Project Research Asst.		72.88	$ -			65.20	$ -			65.20	$ -	
Prepare Quarter Reports to DWR (up to 14)	Mgr of Strategic Services	16	160.48	$ 2,568	4 hr/report	16	168.50	$ 2,696	4 hr/report	16	176.93	$ 2,831	4 hr/report
	Finance Manager	96	118.96	$ 11,420	24 hr/report	96	124.91	$ 11,991	24 hr/report	96	131.15	$ 12,591	24 hr/report
	Senior Project Manager	8	120.68	$ 965	2 hr/report	8	120.68	$ 965	2 hr/report	8	120.68	$ 965	2 hr/report
	Project Research Asst.		72.88	$ -		100	65.20	$ 6,520		100	65.20	$ 6,520	
Prepare Project Completion Reports	Mgr of Strategic Services		160.48	$ -	1 hr/project		168.50	$ -	1 hr/project	33	176.93	$ 5,839	1 hr/project
(33 projects)	Finance Manager		118.96	$ -	4 hr/project		124.91	$ -	4 hr/project	132	131.15	$ 17,312	4 hr/project
	Senior Project Manager		120.68	$ -	1 hr/project		126.71	$ -	1 hr/project	33	133.05	$ 4,391	1 hr/project
	Project Research Asst.		72.88	$ -			76.52	$ -		40	80.35	$ 3,214	
Prepare Grant Completion Report	Mgr of Strategic Services		160.48	$ -			168.50	$ -		40	176.93	$ 7,077	
	Finance Manager		118.96	$ -			124.91	$ -		240	131.15	$ 31,477	
	Senior Project Manager		120.68	$ -			126.71	$ -		16	133.05	$ 2,129	
	Project Research Asst.		72.88	$ -			76.52	$ -		8	80.35	$ 643	
Coordination Meetings with DWR (up to 6 meetings)	Mgr of Strategic Services	12	166.58	$ 1,999	2 hr.mtg	12	174.91	$ 2,099	2 hr.mtg	12	183.65	$ 2,204	2 hr.mtg
	Finance Manager	24			4 hr.mtg	24			4 hr.mtg	24			4 hr.mtg
	Senior Project Manager	12	120.68	$ 1,448	2 hr.mtg	12	126.71	$ 1,521	2 hr.mtg	12	133.05	$ 1,597	2 hr.mtg
	Project Research Asst.		72.88	$ -			76.52	$ -			80.35	$ -	
Legal Support - Agreement Review and Amendments				$ 10,000				$ 5,000				$ 5,000	
Consultant Support for Grant Administration	Consultant			$ 100,000	(annual estimate)			$ 130,000	(annual estimate)			$ 150,000	(annual estimate)
													Total Costs
Total RWA Project Management		1214		**$ 257,041**		1282		**$ 290,162**		1680		**$ 369,642**	$ 916,845
												Contingency 20%	$ 183,369
												Total	**$ 1,100,214**

LPS Project Implementation

(Priority 1 Projects Budget Table Below)

Priority 1 Projects:

Agency	Project Name	Total Project Cost	Eligible Project Cost (Estimated)
City of Roseville	ASR Well - Mistywood	$ 9,600,000	
	ASR Well - Campus Oaks	$ 9,600,000	$ 8,010,000
Sacramento County Water Agency	Elk Grove Automall Well	$ 6,000,000	
	Poppy Ridge Storage Tank	$ 8,265,000	$ 4,960,000
Sacramento Suburban Water District	Well 84 Antelope/Don Julio (ASR-equipped)	$ 14,400,000	
	Wells 81, 82, and 83 Antelope North/Poker	$ 8,200,000	$ 18,840,000
Carmichael Water District	Construct two ASR wells (Ladera and Winding Way)	$ 12,000,000	$ 6,830,000
City of Sacramento	Groundwater Wells - Capacity Enhancement	$ 3,000,000	
	Well 168	$ 8,000,000	$ 7,060,000
Golden State Water Company	Upgrade existing connection between GSWC with SCWA in the Cordova System (Mercantile and Foyer)	$ 1,600,000	$ 1,370,000
Citrus Heights Water District	ASR Well Equipping	$ 4,500,000	$ 3,530,000
Fair Oaks Water District	Northridge Replacement Well	$ 3,200,000	$ 2,470,000
Orange Vale Water Company	Well 4 or Well 5	$ 2,800,000	$ 830,000
Grant Administration (2%)			$ 1,100,000
	Total Priority 1 Projects:	**$ 87,329,000**	**$ 55,000,000**

EXHIBIT C

SCHEDULE

Funding Agreement Administration

CATEGORY	START DATE	END DATE
Project Administration	Date of Agreement Execution	3/31/2026

LPS Project Implementation

CATEGORY	START DATE	END DATE
LPS Project Implementation	Date of Agreement Execution	12/31/2025

The Project shall be complete with all Eligible Project Costs incurred no later than December 31, 2025.

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and the FY 2021-22 Budget Trailer Bill Assembly Bill 211 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final

audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.

D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement will not be reimbursed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document will not be reimbursed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to reimbursing any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to any Project that receives funds under this agreement.

D.8. CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:

A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic

Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors, or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

   i. The dangers of drug abuse in the workplace,

   ii. Funding Recipient's policy of maintaining a drug-free workplace,

   iii. Any available counseling, rehabilitation, and employee assistance programs, and

   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

   i. Will receive a copy of Funding Recipient's drug-free policy statement, and

   ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract, or subcontract.

D.16. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Funding Recipient shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.

D.17. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).

B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.

C. Comply with all applicable California, federal, and local laws, and regulations.

D. Implement the Project in accordance with applicable provisions of the law.

E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.

F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.

G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.

H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

D.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

D.23. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: http://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.24. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.25. NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

D.26. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.27. PERFORMANCE BOND: Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Civ. Code, § 9550, et seq.; Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.28. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of $200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.29. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.30. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.31. REMAINING BALANCE: In the event the Funding Recipient does not submit invoices requesting all the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.

D.32. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.33. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.

D.34. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 7920.000 et seq.) Funding Recipient may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.35. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

D.36. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Funding Recipient, its contractors, or subcontractors have made a false certification, or

B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

D.37. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.38. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.

D.39. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.

D.40. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.41. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.43. TIMELINESS: Time is of the essence in this Funding Agreement.

D.44. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:

A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

C. Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.

D.45. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.46. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

AUTHORIZATION FOR EXECUTIVE DIRECTOR TO SIGN

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Regional Water Authority
BUILDING ALLIANCES IN NORTHERN CALIFORNIA

RWA Special Executive Committee Meeting
Record of Minute Order
June 30, 2023

CALL TO ORDER

Vice Chair Ewart called the special meeting of the Executive Committee to order on June 30, 2023, at 1:30 p.m. at 5620 Birdcage Street, Suite 110, Citrus Heights, CA 95610. A quorum was established of 6 participating members present in person. Individuals who were present are listed below:

RWA Executive Committee Members
S. Audie Foster, CA American Water
Caryl Sheehan, Citrus Heights Water District
Sean Bigley, City of Roseville
Brett Ewart, City of Sacramento
William Roberts, City of West Sacramento
Michael Saunders, Georgetown Divide Public Utilities District

Agenda Item 5: Early Implementation Voluntary Agreement Funding for Groundwater Infrastructure.

Motion: Sean Bigley, City of Roseville, Approve the Funding Agreement with DWR and authorize the RWA Executive Director or his delegate to execute the final Funding Agreement.

Second: William Roberts, City of West Sacramento.

Votes:	*Yes – 6*	S. Audie Foster, California American Water; Caryl Sheehan, Citrus Heights Water District; Sean Bigley, City of Roseville; Brett Ewart, City of Sacramento; William Roberts, City of West Sacramento; and Michael Saunders, Georgetown Divide Public Utilities District
	Noes – 0	
	Abstain – 0	
	Absent – 3	Anthony Firenzi, Placer County Water Agency; Ron Greenwood, Carmichael Water District; and Bruce Kamilos, Elk Grove Water District

ADJOURNMENT

With no further business to come before the Committee, Vice Chair Ewart adjourned the meeting at 2:10 p.m.

By: _____
Brett Ewart, Vice Chair

Attest: _____
Ashley Flores, CMC, Secretary

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each Project, discuss the following at the task level:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each Project, discuss the following at the Project level:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next year.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project.
- Electronic copies of any data collected, not previously submitted.

- Discussion of problems that occurred during the work and how those problems were resolved.
- Final project schedule showing actual progress versus planned progress.

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with a discussion of such benefits provided, including anticipated capacity made available and added flexibility to the American River regional water supply.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

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POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or Products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source
  - Report number
- Post-Performance Report schedule
- Time period of the annual report
- Project Description Summary
- Discussion of the project benefits, including performance of operational groundwater infrastructure.
- Discussion of challenges in providing the replenishment of flows to the American River for releases made at Folsom Reservoir from the American River region's enhanced facilities (e.g., Bureau of Reclamation not releasing flows out of Folsom Reservoir, changed hydrologic conditions, etc.).
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
  Any additional information relevant to or generated by the continued operation of the project.

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Exhibit G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Funding Recipient can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, Funding Recipient will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Funding Recipient will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: http://www.water.ca.gov/groundwater/casgem/.

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Exhibit H

STATE AUDIT DOCUMENT REQUIREMENTS AND

FUNDING MATCH GUIDELINES FOR FUNDING RECIPIENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Funding Match and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

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1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program.

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

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Exhibit I

LOCAL PROJECT SPONSORS, AGENCY DESIGNATIONS, AND PROJECT LOCATIONS

The Funding Recipient has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Funding Recipient for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below. All projects listed here are Priority 1 Projects.

Local Project Sponsor Agency Designation

Sponsored Project: Mistywood Aquifer Storage and Recovery (ASR) Well

Sponsor Agency: City of Roseville

Agency Address: 2005 Hilltop Circle
Roseville, CA 95747

Project Location: Lat: 38.771294; Long: -121.31834

Sponsored Project: Campus Oaks ASR Well

Sponsor Agency: City of Roseville

Agency Address: 2005 Hilltop Circle
Roseville, CA 95747

Project Location: Lat: 38.791801; Long: -121.321859

Sponsored Project: Elk Grove Automall Well

Sponsor Agency: Sacramento County Water Agency

Agency Address: 827 7th Street, Room 301
Sacramento, CA 95814

Project Location: 38°24’07.8”N 121° 23’24.9”W

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Sponsored Project: Poppy Ridge Storage Tank

Sponsor Agency: Sacramento County Water Agency

Agency Address: 827 7th Street, Room 301
Sacramento, CA 95814

Project Location: 38°23'24.2"N 121°24'53.9"W

Sponsored Project: Well 84 – Antelope/Don Juilo (ASR-equipped)

Sponsor Agency: Sacramento Suburban Water District

Agency Address: 3701 Marconi #100
Sacramento, CA 95821

Project Location: Lat. 38d 42m 29s N,Long. 121d 19m 53s W

Sponsored Project: Wells 81, 82, and 83 – Antelope/North Poker

Sponsor Agency: Sacramento Suburban Water District

Agency Address: 3701 Marconi #100
Sacramento, CA 95821

Project Location: Lat 38d 42m 14s N,Lon 121d 20m 43s W

Sponsored Project: Ladera and Winding Way ASR Wells

Sponsor Agency: Carmichael Water District

Agency Address: 7837 Fair Oaks Boulevard
Carmichael, CA 95608

Project Location: Ladera: 4501 Ladera Way (38.645436, -121.298551). Winding Way: 4513 Charleston Dr (38.645519, -121.306841)

Sponsored Project: Groundwater Well Capacity Enhancements

Sponsor Agency: City of Sacramento

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Agency Address: 1395 35th Avenue
Sacramento, CA 95822

Project Location: Sites under consideration include:

38°39'4.32"N,121°28'10.26"W
38°38'50.88"N, 121°27'33.40"W
38°36'43.54"N, 121°28'47.11"W
38°35'48.98"N, 121°27'32.57"W
38°35'46.81"N, 121°25'38.60"W
38°33'19.01"N, 121°25'0.89"W
38°27'11.26"N, 121°24'52.51"W

Sponsored Project: Well 168

Sponsor Agency: City of Sacramento

Agency Address: 1395 35th Avenue
Sacramento, CA 95822

Project Location: 38°38'56.54"N, 121°26'54.10"W

Sponsored Project: Upgrade of Existing Connection Between Golden State Water Company with Sacramento County Water Agency in the Cordova System (Mercantile and Foyer)

Sponsor Agency: Golden State Water Company

Agency Address: 3005 Gold Canal Drive
Rancho Cordova, CA 95670

Project Location: Mercantile: Lat. 38.601016, Long. -121.261133; Femoyer: Lat. 38.574722, Long. -121.291418

Sponsored Project: ASR Well Equipping

Sponsor Agency: Citrus Heights Water District

Agency Address: 6230 Sylvan Road
Citrus Heights, CA 95610

Project Location: 7725 Highland Avenue, Citrus Heights, CA 95610

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Sponsored Project: Northridge Well Replacement

Sponsor Agency: Fair Oaks Water District

Agency Address: 10326 Fair Oaks Boulevard
Fair Oaks, CA 95628

Project Location: 38.659635609867514, -121.25559110698903

Sponsored Project: Well 4 or Well 5

Sponsor Agency: Orange Vale Water Company

Agency Address: 9031 Central Avenue
Orangevale, CA 95662

DocuSign

Certificate Of Completion

Envelope Id: 74D1782CCFAC42C484DE39F50778E6CF
Status: Completed
Subject: Complete with DocuSign: American River RWA-DWR Final Docusign .pdf
FormID:
Optional 1:
Source Envelope:
Document Pages: 40
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 0
Michelle Jesperson
AutoNav: Enabled
715 P Street
EnvelopeId Stamping: Enabled
Sacramento, CA 95814
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
Michelle.Jesperson@water.ca.gov
IP Address: 73.241.139.59

Record Tracking

Status: Original
7/21/2023 1:30:00 PM
Holder: Michelle Jesperson
Michelle.Jesperson@water.ca.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Department of Water Resources
Location: DocuSign

Signer Events	Signature	Timestamp
Trevor Joseph tjoseph@rwah2o.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.255.110.163	Sent: 7/21/2023 1:44:16 PM Viewed: 7/21/2023 1:50:03 PM Signed: 7/21/2023 1:57:36 PM
Electronic Record and Signature Disclosure: Accepted: 7/21/2023 1:50:03 PM ID: 45c762a1-3dd7-4632-9750-e0dfe8e8258a		
Robin Brewer Robin.Brewer@water.ca.gov Assistant General Counsel Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 172.56.232.204 Signed using mobile	Sent: 7/21/2023 1:57:38 PM Viewed: 7/21/2023 1:59:57 PM Signed: 7/21/2023 2:00:07 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Steve Rothert Steve.Rothert@water.ca.gov Manager, DMI Department of Water Resources Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.97.56.66 Signed using mobile	Sent: 7/21/2023 2:00:10 PM Viewed: 7/21/2023 3:48:42 PM Signed: 7/21/2023 3:48:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Michelle Jesperson michelle.jesperson@water.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/21/2023 3:49:01 PM Resent: 7/21/2023 3:49:07 PM
Michelle Banonis mbanonis@rwah2o.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/21/2023 3:49:02 PM Viewed: 7/21/2023 4:38:00 PM
Brian Fuller Brian.Fuller@water.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/21/2023 3:49:03 PM
Jim Peifer jpeifer@rwah2o.ORG Executive Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/25/2023 1:08:51 PM ID: 4703b52e-5a52-414b-bb7f-6a5e7d87f089	COPIED	Sent: 7/21/2023 3:49:04 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/21/2023 1:44:16 PM
Certified Delivered	Security Checked	7/21/2023 3:48:42 PM
Signing Complete	Security Checked	7/21/2023 3:48:59 PM
Completed	Security Checked	7/21/2023 3:49:04 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: (916) 653-5791
To contact us by paper mail, please send correspondence to:
Department of Water Resources
P.O. Box 942836
Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Water Resources
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davisi@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Department of Water Resources

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

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

EXHIBIT 3

RWA COST ESTIMATE – PROJECT ADMINISTRATION

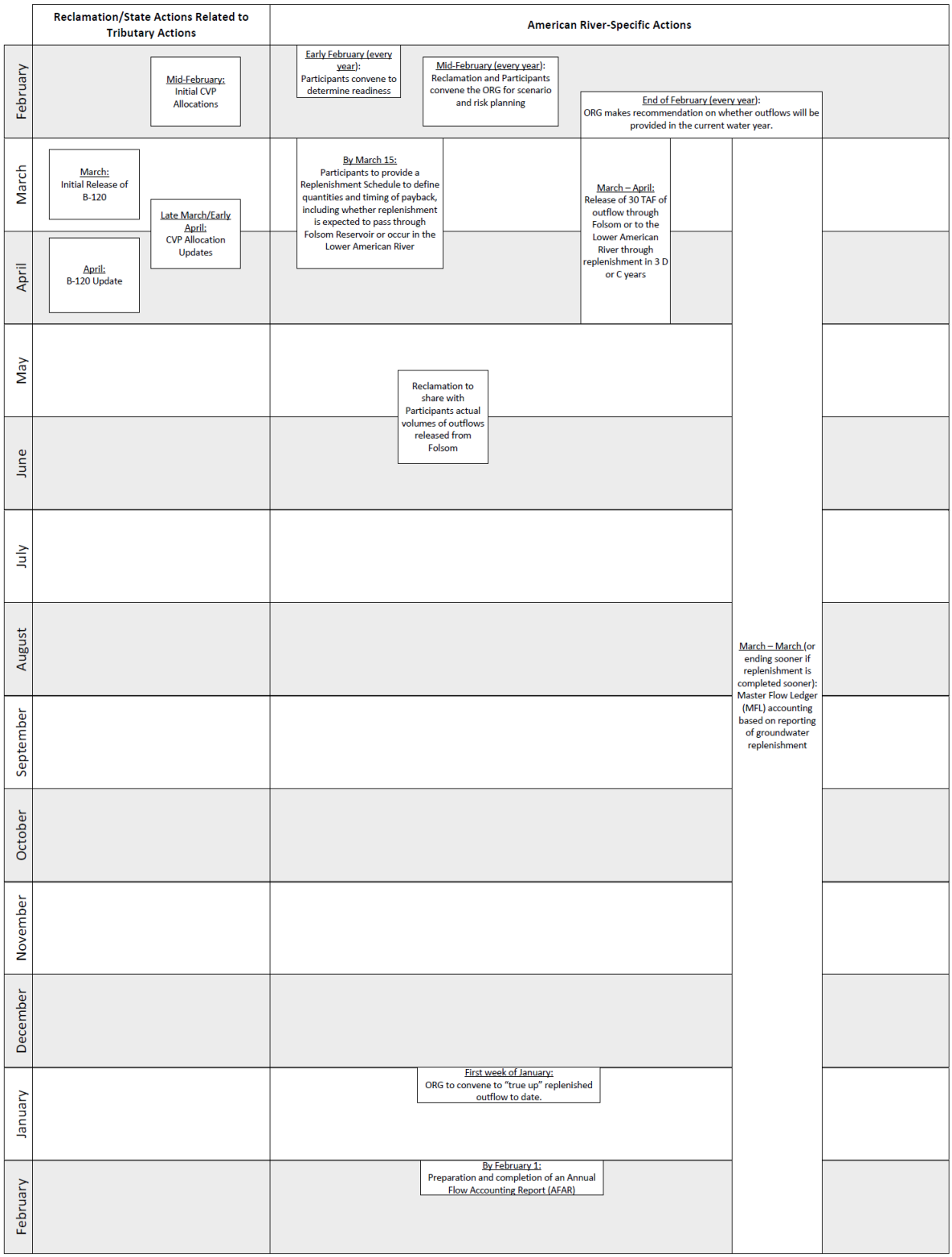
Project administration by RWA shall not exceed $1,100,000 of the Funding Agreement award, which is approximately 2% of the total funded amount. The table below outlines the estimate of administrative costs.

		FY 2023/2024				FY 2024/2025				FY 2025/2026				
Project Management Tasks	**Staff**	**Hrs**	**Rate**	**Total**	**Assumptions**	**Hrs**	**Rate**	**Total**	**Assumptions**	**Hrs**	**Rate**	**Total**	**Assumptions**	
Finalize Grant Agreement with DWR	Mgr of Strategic Services	48	160.48	$ 7,703			168.50	$ -			176.93	$ -		
(includes update of scope, schedule, budget)	Finance Manager	24	118.96	$ 2,855			124.91	$ -			131.15	$ -		
	Senior Project Manager	0	120.68	$ -			126.71	$ -			133.05	$ -		
	Project Research Asst.	8	72.88	$ 583			76.52	$ -			80.35	$ -		
Grant Agreement Support to Grant Recipients	Mgr of Strategic Services	120	160.48	$ 19,258	10 hr/month	120	168.50	$ 20,220	10 hr/month	96	176.93	$ 16,985	8 hr/month	
(includes modification requests)	Finance Manager	240	118.96	$ 28,550	20 hr/month	240	124.91	$ 29,978	20 hr/month	120	131.15	$ 15,738	10 hr/month	
	Senior Project Manager	60	120.68	$ 7,241	5 hr/month	60	126.71	$ 7,603	5 hr/month	60	133.05	$ 7,983	5 hr/month	
	Project Research Asst.	24	72.88	$ 1,749	2 hr/month	24	76.52	$ 1,837	2 hr/month	24	80.35	$ 1,928	2 hr/month	
Conduct and Document Grant Recipient Meetings	Mgr of Strategic Services	8	160.48	$ 1,284	2 hr/mtg	8	168.50	$ 1,348	2 hr/mtg	8	176.93	$ 1,415	2 hr/mtg	
(up to 4 meetings)	Finance Manager	96	118.96	$ 11,420	8 hr/mtg	96	124.91	$ 11,991	8 hr/mtg	96	131.15	$ 12,591	8 hr/mtg	
	Senior Project Manager	16	120.68	$ 1,931	4 hr/mtg	16	126.71	$ 2,027	4 hr/mtg	16	133.05	$ 2,129	4 hr/mtg	
	Project Research Asst.	16	72.88	$ 1,166	4 hr/mtg	16	76.52	$ 1,224	4 hr/mtg	16	80.35	$ 1,286	4 hr/mtg	
Compile and Submit Requirements for Disbursement for Projects	Mgr of Strategic Services	4	160.48	$ 642		4	168.50	$ 674		4	176.93	$ 708		
(includes Performance Monitoring Plan)	Finance Manager	198	118.96	$ 23,554	6 hr/project	198	124.91	$ 24,732	6 hr/project	198	131.15	$ 25,968	6 hr/project	
	Senior Project Manager	99	120.68	$ 11,947	3 hr/project	99	126.71	$ 12,545	3 hr/project	99	133.05	$ 13,172	3 hr/project	
	Project Research Asst.	33	72.88	$ 2,405	1 hr/project	33	76.52	$ 2,525	1 hr/project	33	80.35	$ 2,652	1 hr/project	
Prepare Invoices for Grant Reimbursement to DWR	Mgr of Strategic Services	4	160.48	$ 642	1 hr/invoice	4	168.50	$ 674	1 hr/invoice	4	176.93	$ 708	1 hr/invoice	
(up to 20 total) (4 per year)	Finance Manager	48	118.96	$ 5,710	12 hr/invoice	96	124.91	$ 11,991	12 hr/invoice	96	131.15	$ 12,591	12 hr/invoice	
	Senior Project Manager		120.68	$ -			120.68	$ -			120.68	$ -		
	Project Research Asst.		72.88	$ -			65.20	$ -			65.20	$ -		
Prepare Quarter Reports to DWR (up to 14)	Mgr of Strategic Services	16	160.48	$ 2,568	4 hr/report	16	168.50	$ 2,696	4 hr/report	16	176.93	$ 2,831	4 hr/report	
	Finance Manager	96	118.96	$ 11,420	24 hr/report	96	124.91	$ 11,991	24 hr/report	96	131.15	$ 12,591	24 hr/report	
	Senior Project Manager	8	120.68	$ 965	2 hr/report	8	120.68	$ 965	2 hr/report	8	120.68	$ 965	2 hr/report	
	Project Research Asst.		72.88	$ -		100	65.20	$ 6,520		100	65.20	$ 6,520		
Prepare Project Completion Reports	Mgr of Strategic Services		160.48	$ -	1 hr/project		168.50	$ -	1 hr/project	33	176.93	$ 5,839	1 hr/project	
(33 projects)	Finance Manager		118.96	$ -	4 hr/project		124.91	$ -	4 hr/project	132	131.15	$ 17,312	4 hr/project	
	Senior Project Manager		120.68	$ -	1 hr/project		126.71	$ -	1 hr/project	33	133.05	$ 4,391	1 hr/project	
	Project Research Asst.		72.88	$ -			76.52	$ -		40	80.35	$ 3,214		
Prepare Grant Completion Report	Mgr of Strategic Services		160.48	$ -			168.50	$ -		40	176.93	$ 7,077		
	Finance Manager		118.96	$ -			124.91	$ -		240	131.15	$ 31,477		
	Senior Project Manager		120.68	$ -			126.71	$ -		16	133.05	$ 2,129		
	Project Research Asst.		72.88	$ -			76.52	$ -		8	80.35	$ 643		
Coordination Meetings with DWR (up to 6 meetings)	Mgr of Strategic Services	12	166.58	$ 1,999	2 hr.mtg	12	174.91	$ 2,099	2 hr.mtg	12	183.65	$ 2,204	2 hr.mtg	
	Finance Manager	24			4 hr.mtg	24			4 hr.mtg	24			4 hr.mtg	
	Senior Project Manager	12	120.68	$ 1,448	2 hr.mtg	12	126.71	$ 1,521	2 hr.mtg	12	133.05	$ 1,597	2 hr.mtg	
	Project Research Asst.		72.88	$ -			76.52	$ -			80.35	$ -		
Legal Support - Agreement Review and Amendments				$ 10,000				$ 5,000				$ 5,000		
Consultant Support for Grant Administration	Consultant			$ 100,000	(annual estimate)			$ 130,000	(annual estimate)			$ 150,000	(annual estimate)	
														Total Costs
Total RWA Project Management		1214		**$ 257,041**		1282		**$ 290,162**		1680		**$ 369,642**		$ 916,845
													Contingency 20%	$ 183,369
													Total	**$ 1,100,214**

EXHIBIT 4

Schedule for Making Outflow From Groundwater Substitution Available for the Lower American River

Actions to occur in up to three D or C years out of eight years, or one additional D year in the following three years if there are not three D or C years in the initial eight-year period



ORDINANCE NO. 6715

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 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 2023-24, is hereby amended as listed on the attached budget adjustment for the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) 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:	Sean Bigley / Assistant Environmental Utilities Director	FISCAL YEAR:	2023-24
PREPARER NAME & TITLE:	Archana Wagley, Senior EU Business Analyst	COUNCIL DATE (if applicable):	9/20/2023
DEPARTMENT/DIVISION:	EU/Water	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

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

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6120	4410	84001	500315	8,010,000	State grant from RWA for construction and related cost for project 500315
			TOTAL	8,010,000	

NET ADJUSTMENT	(8,010,000)	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6120				8,010,000	Increase available resources in Water Construction Fund
			TOTAL	8,010,000	

Justification for Budget Adjustment:

The American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN) Project Agreement with the Regional Water Authority (RWA) allows the City to get reimbursed for up to $8.01 million of State funding for the construction and related costs (starting July 21, 2023) for the City's Misty Woods and Campus Oaks aquifer storage and recovery (ASR) wells, which are in the early phases of construction. This budget adjustment will add an $8,010,000 state grant reimbursement line to Project 500315 (Aquifer Storage and Recovery Wells 13 Campus Oaks and 19 Misty Wood) to offset costs to the Water Construction Fund, which receives revenue from developer connection fees.

REQUIRED APPROVALS:

Richard D. Pankey	8/18/23	Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.08.24 09:58:17 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.08.30 09:11:21 -07'00'			
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

Table 1: Flow and Funding Commitments Based on Regional Diversions

Funding Recipient	Flow Commitment[2] (AF)	State Funding Provided (Million $)
Carmichael Water District	3,800	6.83
Citrus Heights Water District	1,963	3.53
City of Roseville	4,460	8.01
City of Sacramento	3,932	7.06
Fair Oaks Water District	1,374	2.47
Golden State Water Company	763	1.37
Orangevale Water Company	460	0.83
Sacramento Suburban Water District	10,488	18.84
Sacramento County Water Agency	2,760	4.96
RWA Administration		1.10
Total	**30,000**	**55.00**

State of California - Department of Fish and Wildlife

2023 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (REV. 01/01/23) Previously DFG 753.5a

RECEIPT NUMBER: 09--07032023-067

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEADAGENCY EMAIL	DATE
REGIONAL WATER AUTHORITY	mbanonis@rwah2o.org	07/03/2023

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
EL DORADO	FW2023-0067

PROJECT TITLE

FUNDING AGREEMENT BETWEEN THE STATE OF CA AND REGIONAL WATER AUTHORITY

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
MICHELLE BANONIS	mbanonis@rwah2o.org	(916) 862-0359

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
5620 BIRDCAGE STREET, SUITE 180	CITRUS HEIGHTS	CA	95610

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$3,839.25	$
☐ Mitigated/Negative Declaration (MND)(ND)	$2,764.00	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,305.25	$

☒ Exempt from fee

- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$
☒ County documentary handling fee		$ $50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☒ Credit ☐ Check ☐ Other **TOTAL RECEIVED** $ $50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X Lorna M Rogers	Janelle K. Horne Recorder-Clerk, by Lorna Rogers, Dpty

07/03/2023 12:01 PM PDT

EL DORADO COUNTY RECORDER (JANELLE K. HORNE)
360 FAIR LANE
PLACERVILLE, CA 95667
TERMINAL NAME: E0264202

ORDER# 16482410?

PURCHASE

MISC $50.00

ORDER SUBTOTAL: $50.00
LEXISNEXIS SERVICE FEE: $2.50
TOTAL USD: $52.50

CARD #: 3560
PAYMENT: CREDIT CHIP READ CONTACT VISA
MODE: ISSUER
AUTH CODE: 051114
VAL CODE: 0000
TRAN REF #: 3031P4B4B4223979
REC #: 0003
APP LABEL: VISA CREDIT
CVM: NO SIG REQUIRED
AID: A0000000031010
ARQC: E4BE05B8B9D3E76
AMOUNT: $52.50
*** CARD APPROVED ***

AMOUNT PAID: $52.50

I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

RETAIN THIS COPY FOR STATEMENT VERIFICATION

CUSTOMER COPY

ORIGINAL - P

)23)

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Regional Water Authority
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610

County Clerk
County of: El Dorado

FILED

JUL 03 2023

JANELLE K. HORNE, Recorder-Clerk
By Donna M Rogers

Project Title: Funding Agreement Between the State of California (Natural Resources Agency and Department of Water Resources) and Regional Water Authority (Funding Agreement)

Project Applicant: Regional Water Authority

Project Location: The Funding Agreement has no specific location as it does not entail construction, development, or any other activity that could potentially result in a significant environmental impact.

Description of Nature, Purpose, and Beneficiaries of Project: The Regional Water Authority will sign a Funding Agreement with the State of California to distribute funds to future groundwater infrastructure potential projects within the American River Region. The Funding Agreement itself requires that any projects proposed for funding will be conditioned on the satisfaction of CEQA through existing or future CEQA analysis to be conducted by project sponsors.

Name of Public Agency Approving Project: Regional Water Authority

Name of Person or Agency Carrying Out Project: Regional Water Authority

Exempt Status:

- Not an approval of a project (Cal. Code Regs., tit. 14, §§ 15004, subd. (b)(4); 15061, subd. (b)(3); 15378, subd. (b)(4))

Reasons why project is exempt:

The CEQA Guideline's definition of a "project" excludes funding agreements which do not involve commitment to any specific project which may result in a potentially significant physical impact on the environment. (Cal. Code Regs., tit. 14, § 15378, subd. (b)(4).) The proposed Funding Agreement would authorize RWA to use state funds for a suite of potential future projects. However, the RWA action to approve the agreement would not constitute approval of the underlying projects, which would remain with the project sponsors. Nor would approval of the Funding Agreement result in potentially significant physical impacts on the environment, because none of these projects may receive state funds through RWA until CEQA has been satisfied.

State CEQA Guidelines Section 15061(b)(3) excludes the Funding Agreement from CEQA under the general rule that CEQA applies only to projects which have the potential for causing 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. As discussed above, the proposed Funding Agreement is solely a funding agreement, and would not authorize any project construction without CEQA compliance.

Under State CEQA Guidelines Section 15004(b)(4), public agencies may enter into pre-project approval agreements provided that the agreement:

(A) Conditions the agreement on compliance with CEQA;
(B) Not bind any party, or commit to any definite course of action, prior to CEQA compliance;
(C) Not restrict the lead agency (here, the RWA Member or Contracting Agency) from considering any feasible mitigation measures and alternatives, including the "no project"
alternative; and
(D) Not restrict the lead agency from denying the project.

The Funding Agreement includes all of the conditions required by Section 15004(b)(4) to be a pre-project approval (preliminary) agreement.

Some or all of the RWA Members and entities who would ultimately receive funds under the Funding Agreement have already satisfied CEQA for their proposed projects. The proposal to use state funds for construction of the proposed projects would not trigger additional CEQA analysis because the selection of a source for project funds could not cause new or different impacts to the physical environment.

Lead Agency

Contact Person: Michelle Banonis **Telephone:** (916) 862-0359 **Email:** mbanonis@rwah2o.org

Signature: _____ **Date:** 6/30/2023 **Title:** Executive Director

State of California - Department of Fish and Wildlife

2023 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT

DFW 753.5a (REV. 01/01/23) Previously DFG 753.5a

Print | StartOver | Save

RECEIPT NUMBER:
34 — 07/03/2023 — 347

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
REGIONAL WATER AUTHORITY		07/03/2023

COUNTY/STATE AGENCY OF FILING	DOCUMENT NUMBER
Sacramento	2023-0394

PROJECT TITLE

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (NATURAL RESOURCES AGENCY AND DEPARTMENT OF WATER RESOURCES) AND REGIONAL WATER AUTHORITY (FUNDING AGREEMENT)

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
REGIONAL WATER AUTHORITY ATTN: MICHELLE BANONIS	MBANONIS@RWAH2O.ORG	(916)862-0359

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
5620 BIRDCAGE STREET, SUITE 180	CITRUS HEIGHTS	CA	95610

PROJECT APPLICANT *(Check appropriate box)*

☑ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$3,839.25	$	0.00
☐ Mitigated/Negative Declaration (MND)(ND)	$2,764.00	$	0.00
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$1,305.25	$	0.00

☑ Exempt from fee

- ☑ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$850.00	$	0.00
☑ County documentary handling fee		$	50.00
☐ Other		$	

PAYMENT METHOD:

☐ Cash ☐ Credit ☑ Check ☐ Other **TOTAL RECEIVED** $ 50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X Blair Wisniewski	SACRAMENTO COUNTY CLERK/RECORDER-BLAIR WISNIEWSKI-DEPUTY CLERK

Sacramento County
Donna Allred, Clerk/Recorder
(916) 874-6334

Receipt#:	001429413
7/3/2023	3:18:26 PM
Order#: 20230090107	BW

Description	Amount
Clerk - CEQA Filing	$50.00
Document 20230394	
Notice of Exemption	
EIR Processing Fee	$50.00
Total Amount Due	$50.00
Payments:	
Check# 30184	$50.00

We Appreciate Your Business
Have a Nice Day!
Please keep for your reference

ENDORSED
SACRAMENTO COUNTY

JUL 03 2023

DONNA ALLRED, CLERK/RECORDER
BY Blair Wisniewski DEPUTY

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Regional Water Authority
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610

County Clerk
County of: Sacramento

Project Title: Funding Agreement Between the State of California (Natural Resources Agency and Department of Water Resources) and Regional Water Authority (Funding Agreement)

Project Applicant: Regional Water Authority

Project Location: The Funding Agreement has no specific location as it does not entail construction, development, or any other activity that could potentially result in a significant environmental impact.

Description of Nature, Purpose, and Beneficiaries of Project: The Regional Water Authority will sign a Funding Agreement with the State of California to distribute funds to future groundwater infrastructure potential projects within the American River Region. The Funding Agreement itself requires that any projects proposed for funding will be conditioned on the satisfaction of CEQA through existing or future CEQA analysis to be conducted by project sponsors.

Name of Public Agency Approving Project: Regional Water Authority

Name of Person or Agency Carrying Out Project: Regional Water Authority

Exempt Status:

- Not an approval of a project (Cal. Code Regs., tit. 14, §§ 15004, subd. (b)(4); 15061, subd. (b)(3); 15378, subd. (b)(4))

Reasons why project is exempt:
The CEQA Guideline's definition of a "project" excludes funding agreements which do not involve commitment to any specific project which may result in a potentially significant physical impact on the environment. (Cal. Code Regs., tit. 14, § 15378, subd. (b)(4).) The proposed Funding Agreement would authorize RWA to use state funds for a suite of potential future projects. However, the RWA action to approve the agreement would not constitute approval of the underlying projects, which would remain with the project sponsors. Nor would approval of the Funding Agreement result in potentially significant physical impacts on the environment, because none of these projects may receive state funds through RWA until CEQA has been satisfied.

State CEQA Guidelines Section 15061(b)(3) excludes the Funding Agreement from CEQA under the general rule that CEQA applies only to projects which have the potential for causing 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. As discussed above, the proposed Funding Agreement is solely a funding agreement, and would not authorize any project construction without CEQA compliance.

Under State CEQA Guidelines Section 15004(b)(4), public agencies may enter into pre-project approval agreements provided that the agreement:

(A) Conditions the agreement on compliance with CEQA;
(B) Not bind any party, or commit to any definite course of action, prior to CEQA compliance;
(C) Not restrict the lead agency (here, the RWA Member or Contracting Agency) from considering any feasible mitigation measures and alternatives, including the "no project"
alternative; and
(D) Not restrict the lead agency from denying the project.

The Funding Agreement includes all of the conditions required by Section 15004(b)(4) to be a pre-project approval (preliminary) agreement.

Some or all of the RWA Members and entities who would ultimately receive funds under the Funding Agreement have already satisfied CEQA for their proposed projects. The proposal to use state funds for construction of the proposed projects would not trigger additional CEQA analysis because the selection of a source for project funds could not cause new or different impacts to the physical environment.

Lead Agency
Contact Person: Michelle Banonis **Telephone:** (916) 862-0359 **Email:** mbanonis@rwah2o.org

Signature: _____ **Date:** 6/30/2023 **Title:** Executive Director

PLACER COUNTY CLERK
2023 ENVIRONMENTAL FILING FEE
CASH RECEIPT

RECEIPT NUMBER
31-230134
STATE CLEARING HOUSE NUMBER *(if applicable)*

LEAD AGENCY	LEAD AGENCY EMAIL	DATE
REGIONAL WATER AUTHORITY		07/03/2023
COUNTY/STATE AGENCY OF FILING		DOCUMENT NUMBER
PLACER COUNTY CLERK AUBURN		230134

PROJECT TITLE
FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (NATURAL RESOURCES AGENCY AND DEPARTMENT OF WATER RESOURCES) AND REGIONAL WATER AUTHORITY (FUNDING AGREEMENT)

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL	PHONE NUMBER
REGIONAL WATER AUTHORITY		916-862-0359

PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
5620 BIRDCAGE STREET, SUITE 180	CITRUS HEIGHTS	CA	95610

PROJECT APPLICANT (Check appropriate box):
☐ Local Public Agency ☐ School District ☒ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$3,839.25	$_____
☐ Mitigated/Negative Declaration (MND) (ND)	$2,764.00	$_____
☐ Certified Regulatory Program (CRP) document – payment due directly to CDFW	$1,305.25	$_____

☒ Exempt from fee
- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board Only)	$850.00	$_____
☒ County documentary handling fee		$ 50.00
☐ Other _____		$_____
TOTAL RECEIVED		$50.00

PAYMENT METHOD:
☐ Cash ☒ Credit ☐ Check ☐ Other _____

SIGNATURE	AGENCY OF FILIN
X K. Ockrassa	K.Ockrass

Receipt #: 03251269
07/03/2023 02:26 PM

PLACER, County Recorder
RYAN RONCO

Submitted By:

Doc #: 230134
Notice of Exemption
07/03/2023 02:26:42 PM

FISH AND WILDLIFE CLERK FEE:	$50.00
Total Document Fees:	$50.00
Total Fees:	$50.00
County Charges - CREDIT CARD	$50.00
Change:	$0.00

CLK6BFSJ93, KO

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Regional Water Authority
5620 Birdcage Street, Suite 180
Citrus Heights, CA 95610

County Clerk
County of: Placer

Project Title: Funding Agreement Between the State of California (Natural Resources Agency and Department of Water Resources) and Regional Water Authority (Funding Agreement)

Project Applicant: Regional Water Authority

Project Location: The Funding Agreement has no specific location as it does not entail construction, development, or any other activity that could potentially result in a significant environmental impact.

Description of Nature, Purpose, and Beneficiaries of Project: The Regional Water Authority will sign a Funding Agreement with the State of California to distribute funds to future groundwater infrastructure potential projects within the American River Region. The Funding Agreement itself requires that any projects proposed for funding will be conditioned on the satisfaction of CEQA through existing or future CEQA analysis to be conducted by project sponsors.

Name of Public Agency Approving Project: Regional Water Authority

Name of Person or Agency Carrying Out Project: Regional Water Authority

Exempt Status:

- Not an approval of a project (Cal. Code Regs., tit. 14, §§ 15004, subd. (b)(4); 15061, subd. (b)(3); 15378, subd. (b)(4))

#23-134

POSTED JUL 0 3 2023
Through
RYAN RONCO, COUNTY CLERK
By
Deputy Clerk

Reasons why project is exempt:

The CEQA Guideline's definition of a "project" excludes funding agreements which do not involve commitment to any specific project which may result in a potentially significant physical impact on the environment. (Cal. Code Regs., tit. 14, § 15378, subd. (b)(4).) The proposed Funding Agreement would authorize RWA to use state funds for a suite of potential future projects. However, the RWA action to approve the agreement would not constitute approval of the underlying projects, which would remain with the project sponsors. Nor would approval of the Funding Agreement result in potentially significant physical impacts on the environment, because none of these projects may receive state funds through RWA until CEQA has been satisfied.

State CEQA Guidelines Section 15061(b)(3) excludes the Funding Agreement from CEQA under the general rule that CEQA applies only to projects which have the potential for causing 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. As discussed above, the proposed Funding Agreement is solely a funding agreement, and would not authorize any project construction without CEQA compliance.

Under State CEQA Guidelines Section 15004(b)(4), public agencies may enter into pre-project approval agreements provided that the agreement:

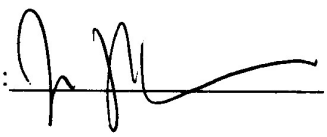
(A) Conditions the agreement on compliance with CEQA;
(B) Not bind any party, or commit to any definite course of action, prior to CEQA compliance;
(C) Not restrict the lead agency (here, the RWA Member or Contracting Agency) from considering any feasible mitigation measures and alternatives, including the "no project"
alternative; and
(D) Not restrict the lead agency from denying the project.

The Funding Agreement includes all of the conditions required by Section 15004(b)(4) to be a pre-project approval (preliminary) agreement.

Some or all of the RWA Members and entities who would ultimately receive funds under the Funding Agreement have already satisfied CEQA for their proposed projects. The proposal to use state funds for construction of the proposed projects would not trigger additional CEQA analysis because the selection of a source for project funds could not cause new or different impacts to the physical environment.

Lead Agency

Contact Person: Michelle Banonis **Telephone:** (916) 862-0359 **Email**: mbanonis@rwah2o.org

Signature:  **Date:** 6/30/2023 **Title:** Executive Director

COUNCIL COMMUNICATION

CC #: 2945
File #: 0900-02-02-1 & 0201-01

Title: Wastewater Collections Pump and Trailer – Budget Adjustment
Contact: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a $81,859 budget adjustment to fund the purchase of a pump and trailer to be used by the Environmental Utilities Department's Wastewater Collections Division as part of their Emergency Response Plan to address sewer spills.

BACKGROUND

Wastewater Collections has requested purchase of a 8-inch diameter trailer pump and an 17-foot by 14-foot enclosed trailer. The trailer will be used to house and transport the new pump, and other smaller pumps, hoses and plugs which will be used in Wastewater Collection's emergency response to sewer spills and overflows. The Public Works Department's Fleet Management Division is making the purchases as the recommended equipment is considered to be part of the City's vehicle fleet.

Wastewater Collections discovered through a recent emergency response training exercise required as part of their Emergency Response Plan that critical equipment, such as the 8-inch pump being purchased, are not readily available in the time required for a wastewater spill or overflow emergency. During the training exercise, the local rental companies were unable to supply the necessary equipment; therefore, the Wastewater Utility has decided that in order to meet their required Waste Discharge Permit compliance, the Wastewater Collection's fleet needs to include a trailer that contains pumps, plugs, and hoses capable of addressing spills and overflows from the largest to the smallest pipeline in the City's wastewater collection system.

The pump and trailer will be purchased through the Fleet Replacement Fund so a budget adjustment is required to transfer funds from the Wastewater Operations Fund and to increase Fleet's appropriations authority.

FISCAL IMPACT

The recommended budget adjustment appropriates $81,859 of available resources in the Wastewater Operations Fund for a payment to the City's Fleet Replacement Fund. The payment includes $71,913 for the pump purchase, $9,146 for the trailer, and a fee of $400 for each item for Fleet Maintenance costs associated with vehicle preparation and decals. These vehicles will be purchased in the Fleet Replacement Fund. There will be no net impact to that fund since the recommended budget adjustment will increase both its revenue and expenditure budgets by $81,859.

ENVIRONMENTAL REVIEW

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

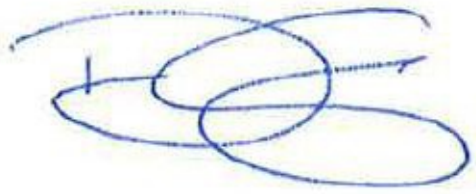
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Tracie Mueller, Principal Engineer

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6714

Budget Adjustment

ORDINANCE NO. 6714

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 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 2023-24, is hereby amended as listed on the attached budget adjustment for the purchase of a Wastewater Collections Pump and Trailer.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Bryan Buchanan, Wastewater Utility Manager
FISCAL YEAR: 2023-24
PREPARER NAME & TITLE: Archana Wagley, Sr. EU Business Analyst
COUNCIL DATE (if applicable): 9/20/2023
DEPARTMENT/DIVISION: EU/Wastewater
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6201	6550	74330	000000	(81,859)	Reduce expenditure budget (capital outlay) to move it to 5516 (automotive - vehicle shortage) to buy a pump and a trailer for Wastewater Collection
6201	5516	74330	000000	81,859	Establish expenditure budget (automotive - vehicle shortage) to buy a pump and a trailer for Wastewater Collection
4005	6552	62601	000000	72,313	Establish expenditure budget (capital outlay - vehicles) in the Fleet Replacement Fund to purchase a pump for Wastewater Collection
4005	6552	62601	000000	9,546	Establish expenditure budget (capital outlay - vehicles) in the Fleet Replacement Fund to purchase a trailer for Wastewater Collection
			TOTAL	81,859	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4005	4254	62601	000000	72,313	Establish revenue budget (internal service charges - vehicle shortage) in the Fleet Replacement Fund to purchase a pump for Wastewater Collection
4005	4254	62601	000000	9,546	Establish revenue budget (internal service charges - vehicle shortage) in the Fleet Replacement Fund to purchase a trailer for Wastewater Collection
			TOTAL	81,859	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

The Environmental Utilities Department (EU) needs a new pump as part of their emergency response plan to respond to sewer spills. The pump is needed to stay in compliance with WDR Permit # SSO10935 and the State General Order issued on 6th June, 23. This adjustment establishes the budgets to purchase the pump and an enclosed trailer to store and haul all the plugs through the Fleet Replacement Fund (4005).

REQUIRED APPROVALS:

Richard D. Pankey	8/17/23	Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.08.29 13:44:16 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.08.30 08:39:20 -07'00'			
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

COUNCIL COMMUNICATION

CC #: 2944
File #: 0900-02-02-1 & 0201-01

Title:	Wastewater Collections Building Expansion Project – Budget Adjustment
Contact:	Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment initiating the Wastewater Collections Building Expansion Project with a budget of $1,330,000 using available resources in the Wastewater Construction Fund.

BACKGROUND

The Wastewater Collections Division of the Environmental Utilities Department is initiating a new project at the Dry Creek Wastewater Treatment Plant. The Wastewater Collections Building Expansion Project will study the current undersized building to determine the most effective method for expansion of the building space to add a conference/training room, expand warehouse storage and possibly add or relocate office space. Utility improvements will also be required for the added building space. Using the study, the City will select final improvements and a preliminary design will be developed for a design build construction.

FISCAL IMPACT

The recommended budget adjustment requests the establishment of a new project, The Wastewater Collections Building Expansion, and is comprised of $30,000 in internal project labor costs, $300,000 in professional services costs, and $1,000,000 in capital outlay costs, with a total budget of $1,330,000 from available resources in the Wastewater Construction Fund. If additional construction funds are required after the design is completed, additional funding will be request at that time.

ENVIRONMENTAL REVIEW

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

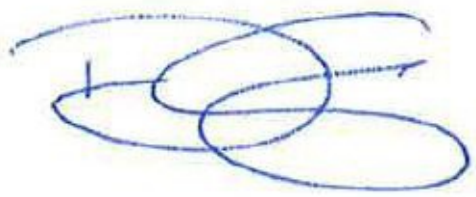
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Principal Engineer

Richard Plecker, Environmental Utilities Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6713

Budget Adjustment

Notice of Exemption

ORDINANCE NO. 6713

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 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 2023-24, is hereby amended as listed on the attached budget adjustment for the Wastewater Collections Building Expansion 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:	Tracie Mueller, Principal Engineer	FISCAL YEAR:	2023-24
PREPARER NAME & TITLE:	Linda York, Development Technician	COUNCIL DATE (if applicable):	9/20/2023
DEPARTMENT/DIVISION:	EUD Wastewater Utility	ORDINANCE:	

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	227
Fund	Account	Center	Project	Adjustment	
6220	5080	84001	500419	30,000	Internal Project Labor budget for project #500419
6220	5301	84001	500419	300,000	Professional Services budget for project #500419
6220	6587	84001	500419	1,000,000	Capital Outlay budget for project #500419
			TOTAL	1,330,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	1,330,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6220				(1,330,000)	Reduce available resources in the Wastewater Construction Fund
			TOTAL	(1,330,000)	

Justification for Budget Adjustment:

Wastewater Collections is initiating this new project that will be funded by available resources in the Wastewater Construction fund (6220). The Wastewater Collections Building Expansion Project (#500419) will study the current undersized building to determine the most cost effective method for expansion of the building space to add a conference/training room, expand warehouse storage and possibly add or relocate office space. Utility improvements will also be required for the added building space. Using the study, the City will select final improvements and a preliminary design will be developed for a design build construction. This project is projected to cost $1,330,000, which is comprised of $30,000 internal project labor $300,000 in Professional Services and $1,000,000 in Capital Outlay (construction). If addtional construction funds are required once we have a better estimate, additional funding will be request at that time.

REQUIRED APPROVALS:

Richard D. Pankey	8/22/2023	Nancy Rothlisberger — Digitally signed by Nancy Rothlisberger Date: 2023.08.24 14:49:11 -07'00'	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2023.08.24 15:35:57 -07'00'			
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

8/24/20232:43 PM

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: Wastewater Collections Building Expansion Project

Project Location(s): 1800 Booth Road, Roseville, CA 95747.

Project Description: Wastewater Collections is initiating a new project at the Dry Creek Wastewater Treatment Plant to study and expand the current undersized building to add a conference/training room, expand warehouse storage and possibly add or relocate office space. Utility improvements will also be required for the added building space. Using the study, the City will select final improvements and a preliminary design will be developed for a design build construction. The expansion of the building would result only in new office space and facilities for existing staff and would not result in expansions in capacity or service.

Public Agency Approving Project: Roseville City Council

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

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

> "Class 1 (Existing Facilities) consists of … the minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use… Examples include, but are not limited to: (e) additions to existing structures provided that the addition will not result in an increase of more than: (1) 50 percent of the floor areas of the structures before the addition, or 2,500 square feet, whichever is less."

The project consists of the study of an expansion of the building to add a conference/training room, warehouse storage space, and to possibly add or relocate office space for existing staff. The project would not result in expansion of capacity or service. Consequently, the Class 1 Categorical Exemption applies.

Lead Agency Contact Person: Tracie Mueller, Roseville Department of Environmental Utilities (916-774-5688).

Signature: Jessica Lynch Date: 08-21-2023

Jessica Lynch, Environmental Coordinator
City of Roseville

COUNCIL COMMUNICATION

CC #: 2929
File #: 0900-02-02-1 & 0201-01

Title:	Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study - Professional Design Services Agreement and Budget Adjustment
Contact:	Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution authorizing the City Manager to execute a professional design services agreement with West Yost & Associates, Inc. for a not-to-exceed amount of $442,090.79 for the Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study; and
2. Adopt an ordinance approving a budget adjustment that will appropriate $75,000 in the Wastewater Regional Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study Project.

BACKGROUND

The Dry Creek Wastewater Treatment Plant (DCWWTP) is a regional advanced activated sludge plant rated for 18 million gallons per day. In 1991-1993, the plant went through a major expansion where bar screens, diffused aeration basins, gravity belt thickeners, anaerobic digesters, and belt filter presses for dewatering were added into the treatment train. Currently, the City contracts with an outside contractor to haul the dewatered biosolids for land application. With the rising cost of hauling, chemicals and treatment, the City is requesting assistance in choosing which technologies and improvements to target for upgrading or replacement.

The purpose of this project is to evaluate the solids handling facilities at the City of Roseville's Dry Creek Wastewater Treatment Plant and recommend improvements. The evaluation includes review of the following: dewatering, digesters, struvite control, polymers, biosolids end use. The final deliverable of the study is a five-year Strategic Plan.

On April 6, 2023, the City released a Request for Proposals entitled Dry Creek Biosolids Optimization Study (RFP 08-107). On May 11, 2023, the City received six proposals and the proposals were evaluated by staff and ranked based on the criteria specified in the RFP. Staff determined that West Yost provided the best qualifications and scope of work relative to the services required.

FISCAL IMPACT

The Professional Design Services Agreement with West Yost is for a not-to-exceed total of $442,091. The existing Project budget is $400,000. The requested budget amendment of $75,000 includes approximately $43,000 for professional services to fully cover the cost of the study, and approximately $32,000 for the projected cost of internal project labor and expenses. The Project is funded by the Wastewater Regional Rehabilitation Fund, which has adequate resources to fund the requested budget amendment. Since this is a regional wastewater project, the Wastewater Rehabilitation Fund will be reimbursed for approximately 35 percent of the project's actual cost from the City's partners, the South Placer Municipal Utility District and Placer County.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to feasibility and planning studies for possible future actions which the agency has not approved or funded (CEQA Guidelines §15262). Because the Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study only authorizes feasibility and planning studies it is statutorily exempt from CEQA review. Following completion of these studies the City will refine the project proposal and conduct CEQA review prior to project approval.

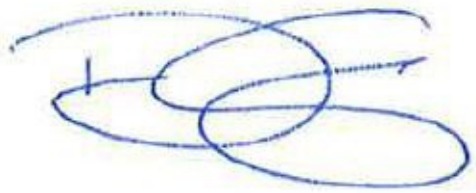
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Principal Engineer

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-378

Agreement

Ordinance 6711

Budget Adjustment

RESOLUTION NO. 23-378

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WEST YOST & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement for the Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study, by and between the City of Roseville and West Yost & Associates, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study

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

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of preparing the Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study; and

WHEREAS, CONSULTANT has prepared a proposal dated July 27, 2023, in response to RFP #08-107, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed four hundred forty-two thousand ninety dollars and seventy-nine cents ($442,090.79).

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

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

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

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

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

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

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

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

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

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

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

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages

applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

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

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

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

13. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

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

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

maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

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

18. 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.

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

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

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

CITY OF ROSEVILLE	CONSULTANT
Tracie Mueller Principal Engineer 1800 Booth Road Roseville, CA 95747	Kathryn Gies Engineering Manager 1001 Galaxy Way, Suite 310 Concord, CA 94520

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

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

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

(SIGNATURES ON NEXT PAGE)

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD PLECKER
Environmental Utilities Director

WEST YOST & ASSOCIATES, INC.,
California corporation

BY: _____
its: Jeffrey D. Pelz, Vice President

and

BY: _____
its: Lindsay Smith, Treasurer

EXHIBIT "A"

WEST YOST
Water. Engineered.

1001 Galaxy Way
Suite 310
Concord CA 94520

925.949.5800 phone
530.756.5991 fax
westyost.com

Exhibit A: Scope of Services and Schedule for City of Roseville Biosolids Optimization Study

This exhibit provides the City of Roseville (City) with a proposed scope of services and schedule for the Dry Creek Biosolids Optimization Study (Project). The following is a list of the key tasks necessary to perform this proposed scope of services, each further described below:

- Task 1. Project Initiation and Coordination
- Task 2. Condition/Functionality Assessment
- Task 3. Polymer System Evaluation
- Task 4. Feedstock Upgrade Evaluation
- Task 5. Dewatering Technology Evaluation
- Task 6. Biosolids End Use
- Task 7. Struvite Evaluation
- Task 8. Five-Year Strategic Implementation Plan

TASK 1. PROJECT INITIATION AND COORDINATION

Subtask 1.1. Project Kickoff Meeting

West Yost will conduct a kickoff meeting at the Dry Creek Wastewater Treatment Plant (DCWWTP). The goal of this meeting will be to finalize the project schedule and project management plan, task priorities, and to work out unresolved details. The meeting will be used to identify the project team members and identify initial data needs. It is anticipated that a more comprehensive discussion related to existing operational and design features plant staff like, challenging issues, and staff thoughts and ideas about how things could be designed, configured, or operated differently will coincide with the site visit described in Task 2.

Subtask 1.2. Project Management Plan and Schedule Development

West Yost will prepare a Project Management Plan to document communication protocols, schedule key project milestones, provide quality control (QC) assignments, and budget tracking procedures. We will submit a draft of this plan to the City for review. The final version will be sent to City and will also be shared with the West Yost team. This task also includes time for monthly project status checks and invoice preparation.

Subtask 1.3. Project Meetings and Updates

The West Yost project manager (PM) will conduct bi-weekly calls with the City's PM to discuss project status and for the City to provide information and review.

Subtask 1.4. Workshops

Three workshops are anticipated for this project. The workshops have been planned to coincide with the completion of task work that will feed into subsequent tasks. Effort for the workshops includes preparation of presentation material, attendance at in-person workshop at the treatment plant, and preparation of notes from the workshop. The anticipated objectives of each workshop are listed below:

- **Workshop 1 - Existing Facilities Evaluation:** Review results of existing facilities evaluations.
- **Workshop 2 - Technology Alternatives:** Review results of feedstock conditioning alternatives evaluation, dewatering technology evaluation, biosolids end use alternatives evaluation, and struvite evaluation.
- **Workshop 3 - Strategic Implementation Plan:** Review and discuss the Five-Year Strategic Implementation Plan.

Task 1 Deliverables

- West Yost will provide a Draft and Final Project Management Plan.
- West Yost will provide an agenda, presentation slides, and notes for each workshop.

TASK 2. CONDITION/FUNCTIONALITY ASSESSMENT

Subtask 2.1. Site Visit and Review Existing Data

The purpose of the site visit will be to interview treatment plant operations and maintenance staff to better understand current and historical challenges with the treatment process, digesters, solids dewatering and biosolids end use. It is anticipated that five (5) West Yost team members will attend the site visit. Prior to the site visit, an initial data request will be prepared and sent to the City. Our team will review the information prior to the site visit.

Subtask 2.2. Phase 1 Data Collection Plan

After the site visit, a data collection plan will be developed for City review. The purpose of the sampling efforts will be to collect data needed to better understand the factors that are affecting the activated sludge and digester biology and/or impacting the performance of the DCWWTP solids processing facilities. The data collection efforts will also provide the basis for completing the struvite modeling and analysis under Task 7. West Yost will facilitate a call with City staff to discuss the draft sampling plan and a final sampling plan will be provided following receipt of City input.

Subtask 2.3. Phase 1 Data Evaluation and Assessment

West Yost will evaluate and assess the data collected by the City as part of the data collection plan by putting the data into MS Excel for analysis and visualization.

Subtask 2.4 Phase 2 Data Collection Plan and Evaluation

Following completion of Subtasks 2.2 and 2.3, it may be determined that additional data collection is needed to support the facilities assessment. West Yost will develop a data collection plan to support this additional effort. West Yost will then incorporate the collected data into the analysis described in Subtask 2.3.

Task 2 Assumptions

- City staff will be responsible for sample collection and analysis defined in the data collection plan.
- The sampling efforts will be completed in two phases, where the efforts under the second phase are defined based on the information gained during the first phase of data collection.

Task 2 Deliverables

- West Yost will provide an Initial data request.
- West Yost will provide a condition and functionality assessment site visit itinerary.
- West Yost will prepare a Phase 1 and Phase 2 Data Collection plan.
- West Yost will present findings of the data evaluation and assessment in Workshop 1 and documented in the Final Report.

TASK 3. POLYMER SYSTEM EVALUATION

Subtask 3.1. Polymer Testing Plan

West Yost will review a polymer testing plan developed by the City. The testing itself will be conducted by vendors at both the DCWWTP and Pleasant Grove Wastewater Treatment Plant. West Yost will also assist the City in developing a request for proposals for the potential polymer vendors.

Subtask 3.2. Options for Polymer System Improvements

Once the testing is completed, West Yost will review the testing results and assist the City in selecting appropriate polymer chemicals and dosages for both treatment plants.

In concert with completion of Task 4, West Yost will identify and evaluate alternatives for polymer system improvements for the City's consideration. The alternatives may include both operational improvements and recommended system modifications. The analysis of these will include development of planning-level capital and operating costs.

Subtask 3.9. Unanticipated Polymer System Support

The scope for this task will be as permitted by the City's Project Manager for unanticipated polymer system support services. The level of effort for this task will be limited to $10,000.

Task 3 Deliverable

- West Yost will prepare findings from Task 3 will be presented in Workshop 1. Findings will also be documented in the Final Report.

TASK 4. FEEDSTOCK UPGRADE EVALUATION

Subtask 4.1. Digester Performance Analysis

West Yost will evaluate current and remaining capacity in the existing anaerobic digesters and stability of digester feeding and gas production. We will also evaluate the performance, operation, and maintenance issues with the digesters. This task will also include development of a net value of digester gas based on the assumption that the gas would be used for cogeneration in a reciprocating engine.

Subtask 4.2. Feedstock Conditioning Evaluation

The purpose of this task is to identify possible methods for conditioning sludge prior to digestion to improve digester performance. As part of Workshop 1, West Yost will work with the City to define the alternatives to be evaluated. These alternatives may include, but are not necessarily limited to:

- Thermal Hydrolysis Process (THP);
- sludge screening;
- sludge blend/feed systems; and
- sludge thickening.

This analysis may also consider other digester modifications to improve performance, such as enhanced mixing or heating.

Conceptual-level capital and operating costs for each option will be developed along with a summary of the possible benefits to be gained from each alternative. In addition to costs, alternatives will be evaluated based on a variety of non-cost criteria. The evaluation will be presented at Workshop 2.

Non-cost criteria will be discussed and agreed to with the City prior to the analysis as part of Workshop 1.

Subtask 4.3. Co-Digestion Evaluation

This task includes quantifying costs and benefits associated with receiving, processing, and co-digestion of fats, oils and grease (FOG). For this analysis West Yost will assess the benefits of initiating a tipping fee for FOG received.

Subtask 4.9. Unanticipated Feedstock Support

The scope for this task will be as permitted by the City's Project Manager for unanticipated feedstock support services. The level of effort for this task will be limited to $5,000.

Task 4 Assumptions

- City will provide operation and maintenance costs for the existing cogeneration system to allow for an assessment of the digester gas value.
- The analysis will not include a market assessment regarding FOG availability.

Task 4 Deliverables

- West Yost will provide findings from Task 4.1 will be presented in Workshop 1. Findings from Tasks 4.2 and 4.3 will be presented in Workshop 2. The information developed under this task will also be documented in the Final Report.

TASK 5. DEWATERING TECHNOLOGY EVALUATION

Subtask 5.1. Existing Belt Filter Press (BFP) Evaluation

Following the data collection and evaluation efforts, West Yost staff will conduct a comprehensive condition and functionality assessment of the existing belt filter press and polymer addition system. This full-day effort will include working closely with operations and maintenance staff to review findings from the data collection efforts and discuss initial findings related to potential causes of performance-related issues.

Subtask 5.2. Dewatering Alternative Analysis

This task will involve evaluating a range of potential alternative strategies for biosolids dewatering. The alternatives are expected to include technologies that could produce Class A in addition to Class B biosolids. The analysis may also include strategies that do not require digestion. As part of Workshop 1, West Yost will work with the City to define the alternatives to be evaluated. These may specifically include, but are not necessarily limited to, screw press, centrifuge, heat/vac filter press, bio drying, and electro-osmosis dewatering. The technologies considered for evaluation may change based on the findings of the previous tasks, most notably if digesters will remain a part of the treatment process.

Conceptual-level capital and operating costs for each option will be developed along with a summary of the possible benefits to be gained from each alternative. In addition to costs, alternatives will be evaluated based on a variety of non-cost criteria that will be discussed and agreed to with the City prior to the analysis.

Subtask 5.9. Unanticipated Dewatering Support

The scope for this task will be as permitted by the City's Project Manager for unanticipated dewatering support services. The level of effort for this task will be limited to $10,000.

Task 5 Deliverables

- West Yost will provide findings from Task 5.1 will be presented in Workshop 1. Findings from Task 5.2 will be presented in Workshop 2. The information developed under this task will also be documented in the Final Report.

TASK 6. BIOSOLIDS END USE

Subtask 6.1. Biosolids End Use Alternatives

The purpose of this task is to provide conceptual information on alternatives and initiatives that could be available to the City for biosolids disposal/reuse to help inform the selection of a preferred biosolids optimization strategy. The goal of this effort is to support the City's decision-making process and the development of the strategic implementation plan.

As part of Workshop 1, West Yost will work with the City to define the alternatives of interest. These alternatives may include, but are not necessarily limited to status quo, self-performing land application, third party hydrolysis, and advanced treatment options such as pyrolysis, gasification, and supercritical oxidation.

Subtask 6.9. Unanticipated Biosolids End Use Support

The scope for this task will be as permitted by the City's Project Manager for unanticipated biosolids end use support services. The level of effort for this task will be limited to $10,000.

Task 6 Assumptions

- The information developed under this task is not intended to define a preferred long-term biosolids end use.

Task 6 Deliverables

- West Yost will provide findings from Task 5 will be presented in Workshop 2. Findings will also be documented in the Final Report.

TASK 7. STRUVITE EVALUATION

Subtask 7.1. Develop Chemical Equilibrium Model

The City has indicated that struvite has been found on the BFP rollers and inside the sludge transfer lines between the digester and the sludge holding tank. Struvite buildup on the rollers can impact BFP performance. To better understand this issue, West Yost will use Visual Minteq (vMinteq), the standard industry software for calculating struvite precipitation potential, to develop a chemical equilibrium model to help define the potential for precipitation of struvite at various locations in the solids handling system.

This model, along with other information gained through the data collection and site investigation efforts, will be used to assess current formation potential through the solids process system.

The following solids process units and flow streams will be modeled:

- primary sludge
- waste-activated sludge
- digester feed
- digested sludge
- dewatering feed
- filtrate handling equipment

Subtask 7.2. Struvite Mitigation Alternatives

West Yost will evaluate strategies for struvite mitigation. A net present worth value analysis will be developed for each of the alternatives as part of the evaluation.

The alternatives that will be evaluated may include, but are not necessarily limited to:

- pH reduction (addition of hydrochloric or sulfuric acid)
- dilution to reduce the concentration of phosphorus, ammonia, and magnesium in dewatering return
- activated sludge operational modifications
- anti-scaling chemicals
- iron salt addition at the headworks and/or digester feed
- controlled precipitation with WASSTRIP (waste activated sludge stripping to remove internal phosphorus – a patented process)
- Ostara.

Subtask 7.9. Unanticipated Struvite Support

The scope for this task will be as permitted by the City's Project Manager for unanticipated struvite support services. The level of effort for this task will be limited to $5,000.

Task 7 Deliverable

- West Yost will provide findings from Task 7 will be presented in Workshop 2. Findings will also be documented in the Final Report.

TASK 8. FIVE-YEAR STRATEGIC IMPLEMENTATION PLAN

Subtask 8.1. Five-Year Strategic Implementation Plan

West Yost will prepare a five-year strategic implementation plan to align with the findings of the previous tasks. The plan will document the documenting City's preference on early implementation projects and possible pilot programs to execute.

Subtask 8.2. Draft Final Report

This task includes development of a draft Final Report for City review. It is anticipated that the draft Final Report would be provided after the completion of Workshop 3. Following staff review, West Yost will facilitate a meeting with the City to discuss the Report and receive City comments.

Subtask 8.3. Final Report

This task includes development of the Final Report.

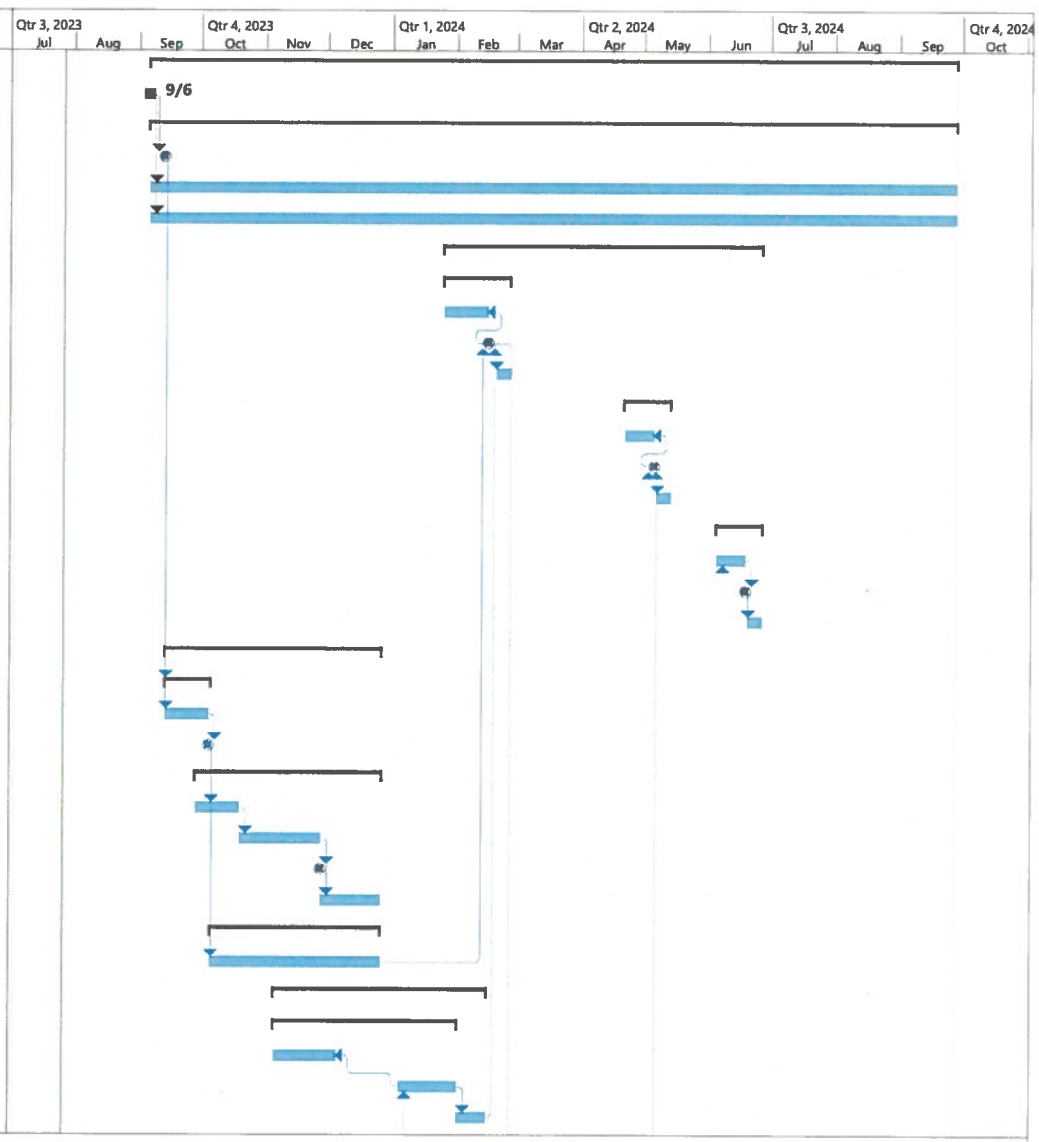
Task 8 Assumption

- There will be one comment/response period following the submittal of the draft Final Report.

Task 8 Deliverables

- West Yost will provide findings from Task 8.1 will be presented in Workshop 3.
- West Yost will provide a Draft Final Report.
- West Yost will provide Meeting agendas and notes.
- West Yost will provide a Final Report.

ID	Task Name	Duration	Start	Finish
1	**City of Roseville - Dry Creek Biosolids Optimization Study**	**270 days**	**Wed 9/6/23**	**Fri 9/27/24**
2	**Notice to Proceed**	0 days	Wed 9/6/23	Wed 9/6/23
3	**Task 1 - Project Iniation and Coordination**	**270 days**	**Wed 9/6/23**	**Fri 9/27/24**
4	Task 1.1 Project Kickoff Meeting	1 day	Wed 9/13/23	Wed 9/13/23
5	Task 1.2 Project Management Plan and Schedule	270 days	Wed 9/6/23	Fri 9/27/24
6	Task 1.3 Project Meetings and Updates	270 days	Wed 9/6/23	Fri 9/27/24
7	**Task 1.4 Workshops**	**107 days**	**Fri 1/26/24**	**Wed 6/26/24**
8	**Workshop 1: Existing Facilities Optimization**	**21 days**	**Fri 1/26/24**	**Mon 2/26/24**
9	workshop prep	15 days	Fri 1/26/24	Fri 2/16/24
10	workshop	1 day	Fri 2/16/24	Fri 2/16/24
11	workshop notes	5 days	Tue 2/20/24	Mon 2/26/24
12	**Workshop 2: Technology Alternatives**	**16 days**	**Mon 4/22/24**	**Mon 5/13/24**
13	workshop prep	10 days	Mon 4/22/24	Mon 5/6/24
14	workshop	1 day	Mon 5/6/24	Mon 5/6/24
15	workshop notes	5 days	Tue 5/7/24	Mon 5/13/24
16	**Workshop 3: Strategic Implementation Plan**	**16 days**	**Wed 6/5/24**	**Wed 6/26/24**
17	workshop prep	10 days	Wed 6/5/24	Tue 6/18/24
18	workshop	1 day	Wed 6/19/24	Wed 6/19/24
19	workshop notes	5 days	Thu 6/20/24	Wed 6/26/24
20	**Task 2 - Condition/Functionality Assessment**	**71 days**	**Thu 9/14/23**	**Tue 12/26/23**
21	**Task 2.1 Site visit and review existing data**	**16 days**	**Thu 9/14/23**	**Thu 10/5/23**
22	Review existing data	15 days	Thu 9/14/23	Wed 10/4/23
23	Site Visit	**1 day**	Thu 10/5/23	Thu 10/5/23
24	**Task 2.2 Data collection plan**	**60 days**	**Fri 9/29/23**	**Tue 12/26/23**
25	Data collection plan	15 days	Fri 9/29/23	Thu 10/19/23
26	Data collection phase 1	25 days	Fri 10/20/23	Mon 11/27/23
27	Data Review Meeting	1 day	Tue 11/28/23	Tue 11/28/23
28	Data collection phase 2	20 days	Tue 11/28/23	Tue 12/26/23
29	**Task 2.3 Data Evaluation and Assessment**	**55 days**	**Fri 10/6/23**	**Tue 12/26/23**
30	Assessment	55 days	Fri 10/6/23	Tue 12/26/23
31	**Task 3 - Polymer System Evaluation**	**70 days**	**Mon 11/6/23**	**Thu 2/15/24**
32	**Task 3.1 Develop Polymer Testing plan**	**60 days**	**Mon 11/6/23**	**Thu 2/1/24**
33	Confirm Testing Plan and RFP	20 days	Mon 11/6/23	Wed 12/6/23
34	Testing plan implementation	20 days	Fri 1/5/24	Thu 2/1/24
35	**Task 3.2 Options for polymer system improv.**	10 days	Fri 2/2/24	Thu 2/15/24



ID	Task Name	Duration	Start	Finish
36	**Task 4 - Feedstock Upgrade Evaluation**	**137 days**	**Fri 10/6/23**	**Mon 4/22/24**
37	**Task 4.1 Existing Digester Performance Analysis**	55 days	Fri 10/6/23	Tue 12/26/23
38	**Task 4.2 Feedstock Conditioning Evaluation**	**45 days**	**Tue 2/20/24**	**Mon 4/22/24**
39	Initial vendor outreach	5 days	Tue 2/20/24	Mon 2/26/24
40	Vendor response time	10 days	Mon 2/26/24	Mon 3/11/24
41	Analysis and compilation of alternatives	25 days	Tue 3/19/24	Mon 4/22/24
42	**Task 4.3 Co-Digestion Evaluation**	20 days	Tue 2/27/24	Mon 3/25/24
43	**Task 5 Dewatering Technology Evaluation**	**96 days**	**Wed 11/29/23**	**Mon 4/15/24**
44	**Task 5.1 Existing BFP Evaluation**	**27 days**	**Wed 11/29/23**	**Mon 1/8/24**
45	Existing BFP evaluation	25 days	Wed 11/29/23	Thu 1/4/24
46	Facility Assessment and Discussion	2 days	Fri 1/5/24	Mon 1/8/24
47	**Task 5.2 Dewatering Alternative Analysis**	**40 days**	**Tue 2/20/24**	**Mon 4/15/24**
48	Initial vendor outreach	5 days	Tue 2/20/24	Mon 2/26/24
49	Vendor response time	10 days	Mon 2/26/24	Mon 3/11/24
50	Analysis and compilation of alternatives	25 days	Tue 3/12/24	Mon 4/15/24
51	**Task 6 - Biosolids End Use**	**40 days**	**Tue 2/20/24**	**Mon 4/15/24**
52	**Task 6.1 Biosolids End Use Alternatives**	**40 days**	**Tue 2/20/24**	**Mon 4/15/24**
53	Initial provider outreach	10 days	Tue 2/20/24	Mon 3/4/24
54	Vendor response time	10 days	Mon 3/4/24	Mon 3/18/24
55	Analysis and compilation of alternatives	20 days	Tue 3/19/24	Mon 4/15/24
56	**Task 7 Struvite Evaluation**	**65 days**	**Fri 2/2/24**	**Fri 5/3/24**
57	**Task 7.1 Chemical Equilibrium Model**	20 days	Fri 2/2/24	Fri 3/1/24
58	**Task 7.2 Struvite Mitigation Alternatives**	**45 days**	**Mon 3/4/24**	**Fri 5/3/24**
59	Initial provider outreach	10 days	Mon 3/4/24	Fri 3/15/24
60	Provider response time	15 days	Mon 3/18/24	Fri 4/5/24
61	Analysis and compilation of alternatives	20 days	Mon 4/8/24	Fri 5/3/24
62	**Task 8 - Five-Yr Strategic Implementation Plan**	**74.5 days**	**Tue 5/7/24**	**Wed 8/21/24**
63	**Task 8.1 Five-Yr Strategic Plan**	20 days	Tue 5/7/24	Tue 6/4/24
64	**Task 8.2 Draft Final Report**	**42.5 days**	**Tue 5/7/24**	**Mon 7/8/24**
65	Draft Report	40 days	Tue 5/7/24	Tue 7/2/24
66	QC review	2.5 days	Wed 7/3/24	Mon 7/8/24
67	City Review	20 days	Mon 7/8/24	Mon 8/5/24
68	Review Meeting	1 day	Mon 8/5/24	Tue 8/6/24
69	**Task 8.3 Final Report**	**12 days**	**Mon 8/5/24**	**Wed 8/21/24**
70	Finalize Report	10 days	Mon 8/5/24	Mon 8/19/24
71	QC review	2 days	Mon 8/19/24	Wed 8/21/24

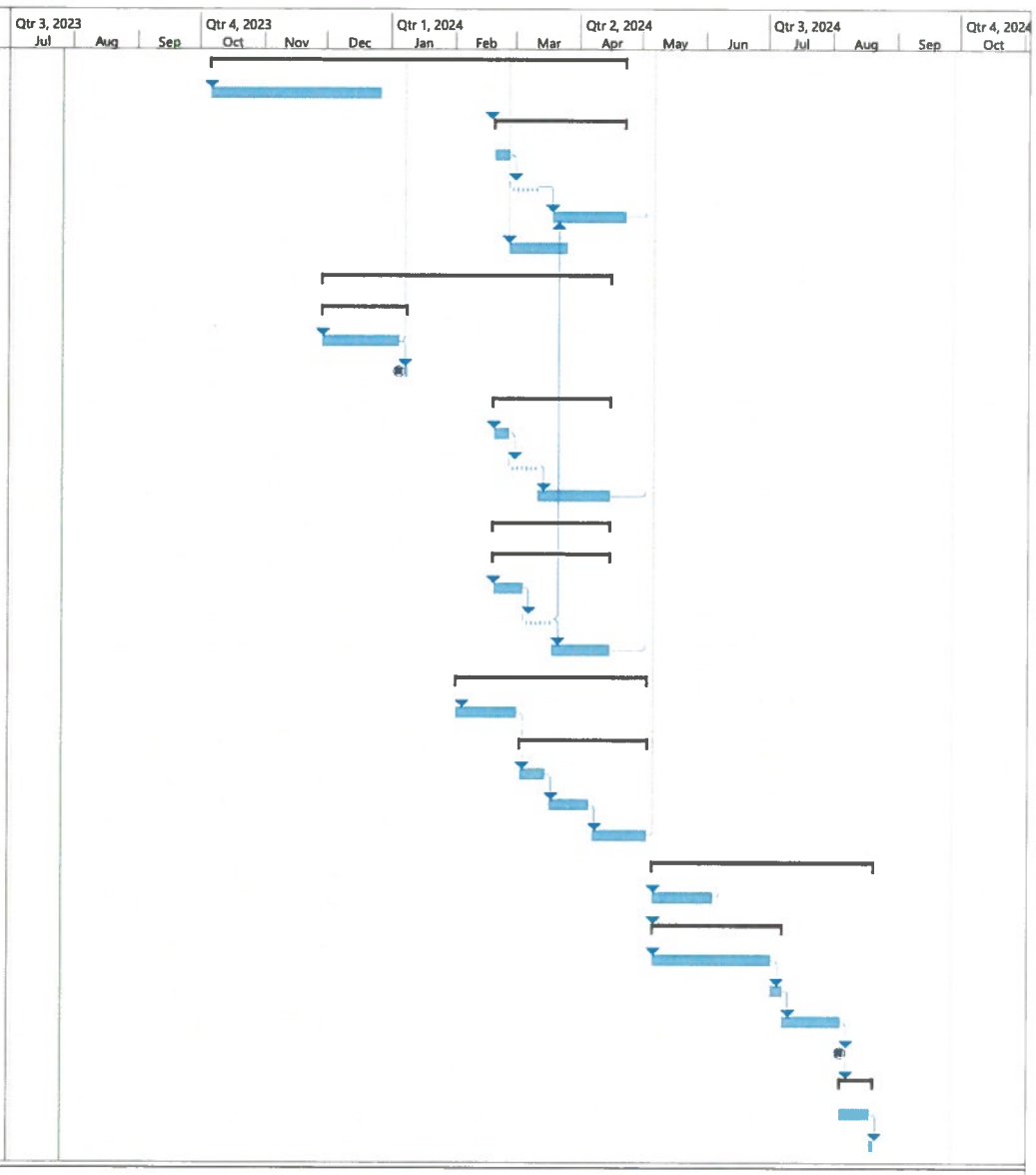


EXHIBIT "B"

Table 3. Project Fees by Staff and Reimbursible Expenses

TASKS	Tim Banyai Engineer/Scientist/ Geologist Manager I	Kathryn Gies Engineer/Scientist/ Geologist Manager II	Greg Chung Vice President	Wyatt Troxel Engineering Tech Manager I	Hannah Carpenter Senior Engineer/ Scientist/Geologist I	Charles Hardy Principal Senior Engineer/Scientist/ Geologist I	Whitney Sandelin Senior Engineer/ Scientist/Geologist I	Logan Smesrud Engineer/Scientist/ Geologist II	Ansley Guillebeau Engineer/Scientist/ Geologist I	Angelica Perea Administrative IV	Reimbursible Expenses	TOTALS
Task 1 Project Initiation and Coordination												
Task 1.1 Project Kickoff Meeting	$-	$1,336.00	$1,352.00	$-	$-	$-	$-	$-	$-	$-		$2,688.00
Task 1.2 Project Management Plan and Schedule	$2,614.38	$8,211.95	$-	$-	$-	$-	$-	$-	$-	$-		$10,826.33
Task 1.3 Project Meetings and Updates	$-	$8,211.95	$2,077.57	$-	$1,591.99	$-	$-	$-	$-	$-		$11,881.51
Workshop 1	$-	$5,557.76	$3,515.20	$4,833.92	$-	$4,792.32	$-	$5,016.96	$-	$-	$600.00	$24,316.16
Workshop 2	$-	$5,557.76	$3,515.20	$-	$3,771.04	$-	$1,077.44	$-	$4,110.08	$-	$400.00	$18,431.52
Workshop 3	$-	$4,168.32	$3,515.20	$-	$-	$-	$-	$-	$2,845.44	$-	$300.00	$10,828.96
Total Task Fee	**$2,614.38**	**$33,043.74**	**$13,975.17**	**$4,833.92**	**$5,363.03**	**$4,792.32**	**$1,077.44**	**$5,016.96**	**$6,955.52**	**$-**	**$1,300.00**	**$78,972.48**
Task 2 Condition/Functionality Assessment												
Task 2.1 Site visit and review existing data	$-	$5,344.00	$4,056.00	$3,984.00	$3,626.00	$1,152.00	$1,036.00	$4,020.00	$1,824.00	$-	$600.00	$25,642.00
Task 2.2 Data collection plan	$-	$2,672.00	$-	$2,656.00	$-	$2,304.00	$-	$4,020.00	$-	$276.00		$11,928.00
Task 2.3 Data Evaluation and Assessment	$-	$2,672.00	$-	$1,328.00	$-	$2,304.00	$-	$3,216.00	$-	$-		$9,520.00
Total Task Fee	**$-**	**$10,688.00**	**$4,056.00**	**$7,968.00**	**$3,626.00**	**$5,760.00**	**$1,036.00**	**$11,256.00**	**$1,824.00**	**$276.00**	**$600.00**	**$47,090.00**
Task 3 Polymer System Evaluation												
Task 3.1 Develop Polymer Testing plan	$-	$2,004.00	$-	$1,328.00	$3,108.00	$-	$-	$4,824.00	$-	$276.00		$11,540.00
Task 3.2 Options for polymer system improv.	$-	$2,741.47	$-	$1,362.53	$4,251.74	$-	$-	$3,299.62	$-	$-		$11,655.36
Task 3.9 Unanticipated Support	$-	$2,500.00	$-	$2,500.00	$2,500.00	$-	$-	$2,500.00	$-	$-		$10,000.00
Total Task Fee	**$-**	**$7,245.47**	**$-**	**$5,190.53**	**$9,859.74**	**$-**	**$-**	**$10,623.62**	**$-**	**$276.00**		**$33,195.36**
Task 4 Feedstock Upgrade Evaluation												
Task 4.1 Digester Performance Analysis	$-	$1,336.00	$2,704.00	$664.00	$-	$-	$3,108.00	$-	$2,432.00	$-		$10,244.00
Task 4.2 Feedstock Conditioning Evaluation	$-	$2,084.16	$3,515.20	$-	$-	$-	$4,309.76	$-	$14,543.36	$-		$24,452.48
Task 4.3 Co-Digestion Evaluation	$-	$2,778.88	$2,812.16	$-	$-	$-	$4,309.76	$-	$3,793.92	$-		$13,694.72
Task 4.9 Unanticipated Suppport	$-	$1,250	$1,250	$-	$-	$-	$1,250	$-	$1,250	$-		$5,000.00
Total Task Fee	**$-**	**$7,449.04**	**$10,281.36**	**$664.00**	**$-**	**$-**	**$12,977.52**	**$-**	**$22,019.28**	**$-**		**$53,391.20**
Task 5 Dewatering Technology Evaluation												
Task 5.1 Existing BFP Evaluation	$3,828.00	$5,344.00	$-	$4,648.00	$5,180.00	$-	$-	$5,628.00	$-	$-	$500.00	$25,128.00
Task 5.2 Dewatering Alternative Analysis	$1,990.56	$4,168.32	$4,218.24	$-	$7,542.08	$-	$-	$-	$14,543.36	$-		$32,462.56
Task 5.9 Unanticipated Support	$-	$2,500.00	$-	$2,500.00	$2,500.00	$-	$-	$2,500.00	$-	$-		$10,000.00
Total Task Fee	**$8,318.56**	**$12,012.32**	**$4,218.24**	**$4,648.00**	**$15,222.08**	**$-**	**$-**	**$5,628.00**	**$17,043.36**	**$-**	**$500.00**	**$67,590.56**
Task 6 Biosolids End Use												
Task 6.1 Biosolids End Use Alternatives	$-	$2,778.88	$-	$-	$-	$5,990.40	$-	$8,361.60	$-	$-		$17,130.88
Task 6.9 Unanticipated Support	$-	$3,333.33	$-	$-	$-	$3,333.33	$-	$3,333.34	$-	$-		$10,000.00
Total Task Fee	**$-**	**$6,112.21**	**$-**	**$-**	**$-**	**$9,323.73**	**$-**	**$11,694.94**	**$-**	**$-**		**$27,130.88**
Task 7 Struvite Evaluation												
Task 7.1 Chemical Equilibrium Model	$1,963.76	$1,370.74	$-	$-	$-	$1,772.93	$-	$8,249.04	$-	$-		$13,356.47
Task 7.2 Struvite Mitigation Alternatives	$3,981.12	$1,389.44	$-	$1,381.12	$-	$-	$-	$10,870.08	$-	$-		$17,621.76
Task 7.9 Unanticipated Support	$1,000.00	$1,000.00	$-	$1,000.00	$-	$1,000.00	$-	$1,000.00	$-	$-		$5,000.00
Total Task Fee	**$6,944.88**	**$3,760.18**	**$-**	**$2,381.12**	**$-**	**$2,772.93**	**$-**	**$20,119.12**	**$-**	**$-**		**$35,978.23**
Task 8 Five Year Strategic Implementation Plan												
Task 8.1 Five-Year Strategic Plan	$-	$5,557.76	$2,812.16	$-	$-	$-	$-	$-	$2,529.28	$-		$10,899.20
Task 8.2 Draft Final Report	$2,654.08	$9,726.08	$4,921.28	$-	$6,464.64	$7,188.48	$3,232.32	$12,542.40	$12,646.40	$1,722.24	$200.00	$61,297.92
Task 8.3 Final Report	$1,327.04	$4,168.32	$2,109.12	$-	$3,232.32	$3,594.24	$2,154.88	$5,016.96	$3,793.92	$1,148.16		$26,544.96
Total Task Fee	**$3,981.12**	**$19,452.16**	**$9,842.56**	**$-**	**$9,696.96**	**$10,782.72**	**$5,387.20**	**$17,559.36**	**$18,969.60**	**$2,870.40**	**$200.00**	**$98,742.08**
Total Project Fees	$21,858.94	$99,763.12	$42,373.33	$25,685.57	$43,767.81	$33,431.70	$20,478.16	$81,898.00	$66,811.76	$3,422.40	$2,600.00	$442,090.79

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*

WEST YOST
Water. Engineered.

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$338
Engineer/Scientist/Geologist Manager I / II	$319 / $334
Principal Engineer/Scientist/Geologist I / II	$288 / $307
Senior Engineer/Scientist/Geologist I / II	$259 / $272
Associate Engineer/Scientist/Geologist I / II	$215 / $231
Engineer/Scientist/Geologist I / II	$173 / $201
Engineering Aide	$101
Field Monitoring Services	$125
Administrative I / II / III / IV	$92 / $115 / $138 / $152
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$332 / $334
Principal Tech Specialist I / II	$305 / $315
Senior Tech Specialist I / II	$279 / $291
Senior GIS Analyst	$252
GIS Analyst	$239
Technical Specialist I / II / III / IV	$178 / $203 / $228 / $254
Technical Analyst I / II	$128 / $152
Technical Analyst Intern	$103
Cross-Connection Control Specialist I / II / III / IV	$133 / $144 / $162 / $180
CAD Manager	$201
CAD Designer I / II	$156 / $176
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$322
Construction Manager I / II / III / IV	$197 / $211 / $224 / $283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$172 / $191 / $213 / $221
Apprentice Inspector	$156
CM Administrative I / II	$83 / $112
Field Services	$221

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 5%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually. The increase shall be no more than 3%.

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*

WEST YOST
Water. Engineered.

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$1 / mile
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Stainless Steel Wire per foot	$0.03 / day
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Vehicle (Construction Management)	$10 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

* This schedule is updated annually. The increase shall be no more than 3%.

ORDINANCE NO. 6711

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 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 2023-24, is hereby amended as listed on the attached budget adjustment for the Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study.

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: Tracie Mueller, Principal Engineer
FISCAL YEAR: 2023-24
PREPARER NAME & TITLE: Linda York, Development Technician
COUNCIL DATE (if applicable): 9/20/2023
DEPARTMENT/DIVISION: EUD Wastewater Utility
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6231	5080	84001	500268	32,000	Increase Internal Project Labor budget for project #500268
6231	5301	84001	500268	43,000	Increase Professional Services budget for project #500268
			TOTAL	75,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	75,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6231				(75,000)	Reduce available resources in the Wastewater Regional Rehabilitation Fund
			TOTAL	(75,000)	

Justification for Budget Adjustment:

The Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study (#500268) project provides funding to study the existing solids train treatment process to determine if technology changes are warranted as equipment reaches end of life. This project requires an additional $75,000 to fully fund the study, which includes internal project labor and professional services. This request will bring the project's total budget to $475,000. Since this is a regional wastewater project, the Wastewater Rehabilitation Fund will be reimbursed for approximately 35 percent of the project's actual cost from its partners, the South Placer Municipal Utility District and Placer County.

REQUIRED APPROVALS:

Richard D. Plecker — 8/22/2023
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Nancy Rothlisberger — Digitally signed by Nancy Rothlisberger Date: 2023.08.24 14:32:12 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2023.08.24 15:37:21 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

8/24/20232:31 PM

COUNCIL COMMUNICATION

CC #: 2951
File #: 0721 & 0201-01

Title: Zero Emission Bus Depot Phase II Project - Budget Adjustment
Contact: Zachary Presley 916-774-5365 zpresley@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of $2,042,949 to install additional bus charging stations at the Zero Emission Bus (ZEB) Depot.

BACKGROUND

The recommended budget adjustment will provide funding for the ZEB Depot Phase II Project (700055). This project will install six (6) additional chargers and their associated electrical connections at the ZEB Depot located at the Roseville Corporation Yard, bringing the total number of bus chargers at that location to nine (9). This project is funded with federal Low-No Emission competitive grant funds which were awarded to the City in 2023. The grant requires a ten percent (10%) match of local funds which will come from Local Transportation Funds (LTF).

FISCAL IMPACT

The proposed $2,042,949 budget adjustment will establish funding for the Zero Emission Bus Depot Phase II project. This project is funded with federal Low-No Emission competitive grant funds which were awarded to the City in 2023. The grant requires a ten percent (10%) match of local funds for which will come from Local Transportation Funds (LTF). This budget adjustment will have no impact on the General Fund.

ENVIRONMENTAL REVIEW

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

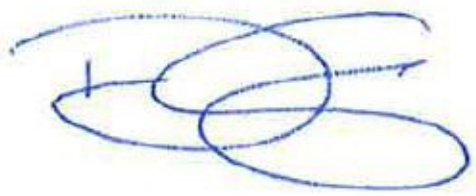
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Zachary Presley, Assistant Transportation Planner

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6716

Budget Adjustment

ORDINANCE NO. 6716

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 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 2023-24, is hereby amended as listed on the attached budget adjustment for the Zero Emission Bus Depot Phase II 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

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Ed Scofield, Alt. Transportation Manager
FISCAL YEAR: 2023-24

PREPARER NAME & TITLE: Zach Presley, Administrative Technician
COUNCIL DATE (if applicable): 9/20/2023

DEPARTMENT/DIVISION: PW - Alternative Transportation
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	6587	84001	700055	2,042,949	Establish Capital Outlay expenditure budget
			TOTAL	2,042,949	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	4401	84001	700055	1,827,398	Establish Federal Grants revenue budget
6511	4425	84001	700055	215,551	Establish Local Transportation Funds revenue budget
			TOTAL	2,042,949	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

This Budget Adjustment is requested to fund 700055 - Zero Emission Bus (ZEB) Depot Phase II Project.

Phase II of the Zero Emission Bus project will install six (6) chargers and the electrical work needed to electrify the Zero Emission Bus (ZEB) Depot located at the Roseville Corp Yard. Funding comes from Federal Low-No Emission competitive grant funds which were awarded to Public Works - Alternative Transportation in 2023. The grant requires a minimum 10% match of local funds for infrastructure expenses which will come from Local Transportation Funds (LTF).

There is no impact on the General Fund.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE: 8-30-23

BUDGET MANAGER / DESIGNEE — Nancy Rothlisberger — Digitally signed by Nancy Rothlisberger Date: 2023.08.31 13:18:47 -07'00' — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — Dennis Kauffman — Digitally signed by Dennis Kauffman Date: 2023.08.31 13:28:42 -07'00' — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

8/30/20233:19 PM

COUNCIL COMMUNICATION

CC #: 2938
File #: 0800-04 & 0201-01

Title:	Public Works Alternative Transportation Workforce Development - Budget Adjustment
Contact:	Zachary Presley 916-774-5365 zpresley@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of $647,547 to fund training that will assist City of Roseville staff with learning how to work on electric vehicles.

BACKGROUND

This budget adjustment is requested to provide funding for the Public Works Alternative Transportation Workforce Development project (700056). This project will provide electric vehicle maintenance and safety training for City of Roseville staff. This project is funded through federal Low-No Emission competitive grant funds which were awarded to the City in 2023. The grant requires a twenty percent (20%) match of local funds which will come from Local Transportation Funds (LTF).

FISCAL IMPACT

The proposed $647,547 budget adjustment will fund the Public Works Alternative Transportation Workforce Development project. This project is funded through federal Low-No Emission competitive grant funds awarded in 2023 with a twenty percent (20%) match of local funds from Local Transportation Funds (LTF). This budget adjustment will have no impact on the General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not

subject to CEQA. No additional environmental review is required.

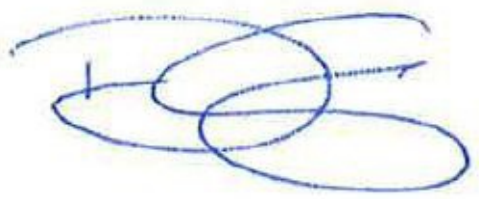
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Zachary Presley, Assistant Transportation Planner

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6712

Budget Adjustment

ORDINANCE NO. 6712

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 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 2023-24, is hereby amended as listed on the attached budget adjustment for the Public Works Alternative Transportation Workforce Development 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, Alt. Transportation Manager
FISCAL YEAR: 2023-24

PREPARER NAME & TITLE: Zach Presley, Administrative Technician
COUNCIL DATE (if applicable): 9/20/23

DEPARTMENT/DIVISION: PW - Alternative Transportation
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	5461	84001	700056	647,547	Establish Training and Development expenditure budget
			TOTAL	647,547	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6511	4401	84001	700056	518,038	Establish Federal Grants revenue budget
6511	4425	84001	700056	129,509	Establish Local Transportation Funds revenue budget
			TOTAL	647,547	

NET ADJUSTMENT	-	

FUND BALANCE

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

Justification for Budget Adjustment:

This Budget Adjustment is requested to establish 700056 - PW-AT Workforce Development Project.

This project will be utilized for training to assist City of Roseville staff and consultants with learning to work with electric vehicles. Funding comes from Federal Low-No Emission competitive grant funds which were awarded to Public Works - Alternative Transportation in 2023. The grant requires a 20% match of local funds for workforce development expenses which will come from Local Transportation Funds (LTF).

There is no impact on the General Fund.

REQUIRED APPROVALS:

8-30-23
REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.08.31 13:31:31 -07'00'
CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.08.31 13:24:32 -07'00'
BUDGET MANAGER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

8/30/20233:20 PM

COUNCIL COMMUNICATION

CC #: 2934
File #: 0600-02

Title:	Out-of-Country Travel - American Public Power Association Board Meeting
Contact:	Cara Moore 916-774-5636 CRMoore@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve an out-of-country travel request for Electric Utility Director, Dan Beans, to attend the American Public Power Association (APPA) Executive Committee and Board Meetings in San Juan, Puerto Rico.

BACKGROUND

Electric Utility Director, Dan Beans, is a member of the Board of Directors for American Public Power Association (APPA). APPA is the voice of not-for-profit, community-owned utilities that power 2,000 towns and cities nationwide. The organization represents public power before the federal government to protect the interests of the more than 49 million people that public power utilities serve, and the 96,000 people they employ. APPA advocates and advises on electricity policy, technology, trends, training, and operations. APPA also works to shape the future of public power to drive a new era of community-owned electric service, and partners with members to promote public power, helping community-owned utilities deliver superior services through joint advocacy, education, and collaboration.

APPA is holding an Executive Committee Meeting and Board meeting in San Juan, Puerto Rico. The location offers a central destination for the 10 regions belonging to the association and offers firsthand accounts of the importance of a well-managed power grid in the event of natural disasters and devastating storms. Dan's participation in these meetings, and serving on this board, has benefited the City of Roseville through participation and representation on the Energy Sub-sector Coordinating Council Supply Chain Tiger Team, which has been working on the national distribution transformer shortage, in support of Roseville's continued economic growth, and ability to keep the lights on.

FISCAL IMPACT

Costs related to travel, airfare, lodging and per diem is estimated to be $3,000. Funds are available in the Electric Department FY2023-24 budget in the Electric 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 out-of-country travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

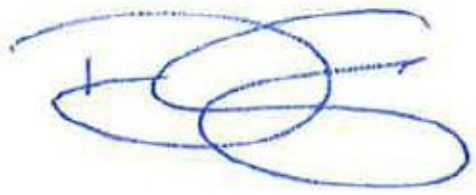
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cara Moore, Administrative Assistant

Dan Beans, Electric Utility Director



_____
Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 2956
File #: 0102-10

Title:	Resolution - St. Vincent de Paul Society of Roseville's 40th Anniversary
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.21.

RECOMMENDATION TO COUNCIL

Commend St. Vincent de Paul Society of Roseville on their 40th anniversary and extend best wishes for continued success in the future.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

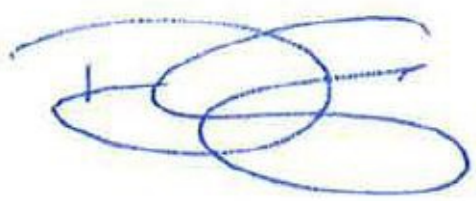
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - St. Vincent de Paul Society of Roseville's 40th Anniversary

Resolution

WHEREAS, St. Vincent de Paul Society of Roseville is celebrating their 40th anniversary; and

WHEREAS, founded in 1983, the St. Vincent de Paul Society of Roseville has become the largest privately funded supplier of human services in South Placer County; and

WHEREAS, their mission is to provide basic human services and programs to prevent hunger and homelessness; and

WHEREAS, St. Vincent de Paul Society of Roseville provides hope and help for people in crisis, not just the homeless, but families who are struggling financially and are at risk of becoming homeless. The goal is to help people in need as they work towards self-sufficiency; and

WHEREAS, St. Vincent de Paul Society of Roseville is a non-profit organization funded entirely through private donations, grants, churches, local businesses, and corporate contributions. Without the ongoing support of our wonderful community and volunteers, they would not be able to continue their charitable mission; and

WHEREAS, St. Vincent de Paul of Roseville also works closely with the city, county and other nonprofit agencies to provide direct services to those in need in Placer County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **ST. VINCENT DE PAUL SOCIETY OF ROSEVILLE** be commended on the celebration of their 40th anniversary and extended best wishes for continued success in the future.

SIGNED AND APPROVED this 20th day of September 2023.

BRUCE HOUDESHELDT, MAYOR

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

COUNCIL COMMUNICATION

CC #: 2954
File #:0102-06

Title: Proclamation - Public Power Week October 1-7,2023
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 7.22.

RECOMMENDATION TO COUNCIL

Proclaim October 1-7, 2023 as Public Power Week. Our community joins more than 2,000 other public utilities across the United States in this celebration of public power, which maintains our mission to serve our residents, businesses, and the community before profits.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

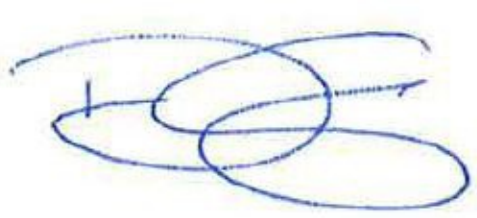
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Public Power Week October 1-7,2023

Proclamation

PUBLIC POWER WEEK
October 1-7, 2023

WHEREAS, Roseville Electric Utility places a high value on local community services and therefore, have chosen to operate a community-owned, not-for-profit electric utility; and

WHEREAS, Roseville Electric Utility provides homes, businesses, schools, and local government agencies with reliable, efficient and safe electricity; and

WHEREAS, Roseville Electric Utility is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development and safety awareness; and

WHEREAS, Roseville Electric Utility will continue to provide low-cost, safe, reliable and sustainable electricity; and

WHEREAS, the week of October 1-7 is designated as Public Power Week to recognize the people behind public power at Roseville Electric Utility for their many contributions to the community and to further educate customers, policymakers and employees on the benefits of public power.

NOW, THEREFORE, I, BRUCE HOUDESHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **October 1-7, 2023** as **PUBLIC POWER WEEK.** Our community joins more than 2,000 other public utilities across the United States in this celebration of public power, which maintains our mission to serve our residents, businesses, and the community before profits.

SIGNED AND APPROVED this 20th day of September 2023.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

BRUCE HOUDESHELDT, MAYOR

COUNCIL COMMUNICATION

CC #:
File #:

Title:	Consent Calendar
Contact:	

Meeting Date: 9/20/2023
Item #:

COUNCIL COMMUNICATION

CC #: 2942
File #: 0206-03-01

Title:	Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Bond Issuance
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution authorizing the issuance of special tax bonds for, and on behalf of, the City of Roseville Torrente at Sierra Vista Community Facilities District (CFD) No. 1 (Public Facilities), and approving the following documents for the bond issuance:

- Preliminary Official Statement
- Bond Purchase Agreement
- Fiscal Agent Agreement
- Acquisition Agreement

BACKGROUND

Torrente at Sierra Vista CFD No. 1 (Public Facilities) was formed on November 3, 2021 with Resolution 21-442. The bonds are being issued at the developer's request, in an amount not to exceed $ 9,000,000, to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2023 Bonds, (iii) provide for capitalized interest, and (iv) pay costs of issuance of the 2023 Bonds. The maximum authorized indebtedness for the District is $30,000,000.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs of the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of these bonds will not impact the City's General Fund.

ENVIRONMENTAL REVIEW

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

COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 5.74%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): $454,375; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): $6,038,147; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: $17,020,773.

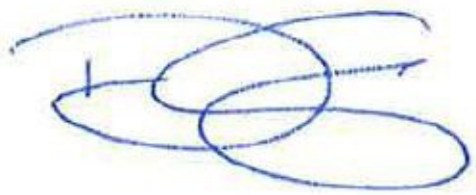
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-384

Fiscal Agent Agreement

Preliminary Official Statment

Bond Purchase Agreement

Acquisition Agreement

RESOLUTION NO. 23-384

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING FORMS OF PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND ACQUISITION AGREEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form its Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, the Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed $30,000,000, and the City now desires to issue the first series of the bonds (the "Bonds"); and

WHEREAS, there has been submitted to the City Council a Fiscal Agent Agreement (the "Fiscal Agent Agreement") between the City and U.S. Bank Trust Company, National Association, as fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Stifel, Nicholas & Company, Incorporated, as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, authorized improvements for the District funded from proceeds of the Bonds will be acquired by the City from a developer of land in the District pursuant to the terms of a Funding, Construction and Acquisition Agreement (the "Acquisition Agreement") by and between the City and the developer, and the Council, with the aid of City staff, has reviewed the Acquisition Agreement and found it to be in proper order, and now desires to approve the form of the Acquisition Agreement; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds by the City Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023" in an aggregate principal amount not to exceed $9,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District, plus the portion of all other bonds outstanding that are secured by a special tax levied under the Act on property within the District or a special assessment levied on property within the District.

4. **Fiscal Agent Agreement.** The Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, Assistant City Manager/Chief Financial Officer or such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or

principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement and Continuing Disclosure Undertaking**. The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter the Continuing Disclosure Undertaking in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. **Approval of Bond Purchase Agreement**. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed $9,000,000, or result in an Underwriter's discount in excess of 1.60% of the par amount of the Bonds, or a true interest cost in excess of 6.75%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. **Approval of Acquisition Agreement**. The Council hereby approves the Acquisition Agreement in substantially the form on file with the City Clerk. An Authorized Officer is hereby authorized and directed to execute the Acquisition Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

9. **Actions Authorized.** All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

10. **Effectiveness.** This Resolution shall take effect upon its adoption

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2023, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

Dated as of October 1, 2023

Relating to:

$_____
City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2023

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of October 1, 2023, by and between the City of Roseville, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H :

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 21-442 of the City Council adopted on November 3, 2021; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, under the provisions of the Act, on _____, 2023, the City Council of the City adopted its Resolution No. 23-_____ (the "Resolution"), which resolution, among other matters, authorized the issuance of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023 to provide moneys for the construction and acquisition of improvements for the District, and provided that said issuance would be in accordance with the Act and this Agreement and authorized the execution hereof; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity and may otherwise interact with the City or the District with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"2023 Bonds" means the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023.

"2023 Capitalized Interest Account" means the fund by that name established pursuant to Section 4.02(A) hereof.

"2023 Reserve Account" means the account within the Reserve Fund by that name established pursuant to Section 4.03(A).

"Additional Bonds" means any series of bonds issued on a parity with the 2023 Bonds pursuant to Section 5.17.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including, but not limited to, any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other fees, costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each series of Outstanding Bonds, the sum of (i) the interest due on the respective series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"Assistant City Manager" means the Assistant City Manager/Chief Financial Officer of the City, including any person "acting" or serving in such capacity in an "interim" manner, and if there is no Assistant City Manager/ Chief Financial Officer, the Finance Director, Treasurer or Assistant City Manager of the City or an authorized designee of such official.

"Authorized Officer" means the City Manager, Assistant City Manager, or City Clerk of the City, or any other Person authorized by the City to perform an act or sign a document on behalf of the City for purposes of this Agreement.

"Bond Counsel" means (i) Jones Hall, A Professional Law Corporation or (ii) any other attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established pursuant to Section 4.02(A) hereof.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2024.

"*Bonds*" means the 2023 Bonds and any Additional Bonds.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the California State Treasurer or any successor agency or bureau thereto.

"City" means the City of Roseville, California, and any successor thereto.

"Closing Date" means _____, 2023, the date upon which there is a physical delivery of the 2023 Bonds in exchange for the amount representing the purchase price of the 2023 Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated as of the Closing Date, executed by the City and Willdan Financial Services, in its capacity as

dissemination agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including Bond Counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.05(A) hereof.

"DTC" means the Depository Trust Company, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (i) initially, DTC, and (ii) any other Securities Depository acting as Depository pursuant to Section 2.12.

"District" means the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department

of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established pursuant to Section 3.04(A).

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2024.

"Maximum Annual Debt Service" means, for each series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective series of Outstanding Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means, with respect to each series of Bonds, the first purchaser of such Bonds from the City.

"*Other Mello-Roos Bonds*" has the meaning given that term in Section 5.17.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed

to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or *"Bondowner"* means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus an undivided profits of such bank shall be not less than $100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days;

(d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers' acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial

paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the Special Tax Formula.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A).

"Principal Office" means the designated corporate trust office of the Fiscal Agent at which at any time its corporate trust business shall be administered set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent by notice from time to time to the City and the Owners, or the designated corporate trust office of a successor Fiscal Agent, or such other or additional offices as may be designated by such successor Fiscal Agent by notice from time to time to the City and the Owners.

"Project" means the acquisition and/or construction of the authorized facilities for the District described in the Resolution of Formation, including Administrative Expenses related thereto.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (ii) such letter of credit or surety bond has a term of at least 12 months; (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent

Agreement. A change in the rating of the provider of a Qualified Reserve Fund Credit Instrument shall have no impact.

"Record Date" means the 15th day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A).

"Reserve Requirement" means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2023 Bonds shall not increase after the date of issuance of the 2023 Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve account in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument in accordance with Section 4.03(A).

"Resolution" means Resolution No. 23-_____ adopted by the City Council of the City on _____, 2023, which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 21-442, adopted by the City Council of the City on November 3, 2021, establishing the District.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"*Special Tax Formula*" means the "Rate, Method of Apportionment, and Manner of Collection of Special Tax for City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)," approved by the qualified electors in the District on November 3, 2021, and as it may be amended in the future.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and

proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but shall not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

"Special Taxes" means the "Facilities Special Tax" (as defined in the Special Tax Formula) levied within the District pursuant to the Act, the Ordinance, and this Agreement. For clarity, the "Maintenance Special Tax" (as defined in the Special Tax Formula) is not included in this definition of "Special Taxes" and does not constitute security for the repayment of the Bonds.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Term 2023 Bonds" means the 2023 Bonds maturing on September 1, 20___, September 1, 20___, September 1, 20___, September 1, 20___, and September 1, 20___.

ARTICLE II

THE 2023 BONDS

Section 2.01. Principal Amount; Designation. The 2023 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2023 Bonds shall be designated the "City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023."

Section 2.02. Terms of the 2023 Bonds.

(A) Form; Denominations. The 2023 Bonds shall be issued as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof. The 2023 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2023 Bonds. The 2023 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2023 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2023 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice. The Fiscal Agent shall have no liability for any defect in the CUSIP numbers as they appear on any Bonds, notice or elsewhere, and any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, and any such redemption shall not be affected by any defect in or omission of such numbers. The District will promptly notify the Fiscal Agent in writing of any change in the CUSIP numbers.

(D) Maturities. The 2023 Bonds shall be issued as serial bonds and term bonds, and shall mature and become payable as follows:

Maturity (Sept. 1)	Principal Amount	Interest Rate	CUSIP† (_____)

(E) Interest. The 2023 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2023 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2023 Bond, interest is in default thereon, such 2023 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2023 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the Owner thereof at such Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of $1,000,000 or more in aggregate principal amount of 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2023 Bonds and any premium on the 2023 Bonds are payable in lawful money of the United States of America upon surrender of the 2023 Bonds at the Principal Office of the Fiscal Agent. All 2023 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall dispose of the cancelled 2023 Bonds and issue a certificate of disposal thereof to the City at the written request of the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2023 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20___ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20___ through August 31, 20___	103%
September 1, 20___ through August 31, 20___	102
September 1, 20___ through August 31, 20___	101
September 1, 20___ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2023 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, 20___	103%
September 1, 20___ and March 1, 20___	102
September 1, 20___ and March 1, 20___	101
September 1, 20___ and Interest Payment Dates thereafter	100

(iii) Mandatory Sinking Fund Redemption. The Term 2023 Bonds maturing September 1, 20___, September 1, 20___, and September 1, 20___ are subject to mandatory sinking payment redemption in part on September 1, 20___, September 1, 20___, and September 1, 20___, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2023 Bonds Maturing September 1, 20___

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term 2023 Bonds Maturing September 1, 20___

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term 2023 Bonds Maturing September 1, 20___

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional or mandatory redemption of the Term 2023 Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2023 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than 60 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall, at the expense of the District, cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective Owners of any 2023 Bonds designated for redemption, at their addresses appearing on the 2023 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2023 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2023 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2023 Bond numbers of the 2023 Bonds to be redeemed by giving the individual CUSIP number and 2023 Bond number of each 2023 Bond to be redeemed or shall state that all 2023 Bonds between two stated 2023 Bond numbers, both inclusive, are to be redeemed or that all of the 2023 Bonds of one or more maturities have been called for redemption, shall state as to any 2023 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2023 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2023 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2023 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the 2023 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2023 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent, at the expense of the District, shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2023 Bonds of any maturity, the Fiscal Agent shall select the 2023 Bonds to be redeemed, from all 2023 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion shall deem appropriate that results in relatively uniform debt service.

Upon surrender of 2023 Bonds redeemed in part only, the City shall execute, and the Fiscal Agent shall authenticate and deliver, to the Owner, at the expense of the City, a new 2023 Bond or 2023 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2023 Bond or 2023 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2023 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2023 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2023 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent dispose of destroy the cancelled 2023 Bonds in accordance with the then-customary procedures and issue a certificate of disposal thereof to the City at the City's written request.

Section 2.04. Form of Bonds. The 2023 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with

necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information or any liability resulting from its reliance on such information.

The Fiscal Agent shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Agreement or under applicable law with respect to any transfer of any interest in any Bond (including any transfers between or among DTC Participants or Beneficial Owners of interests in any Bond) other than to require delivery of such certificates and other documentation or evidence as are expressly required by,

and to do so if and when expressly required by the terms of, this Agreement, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any fees or expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and disposed of by the Fiscal Agent in accordance with its then-customary procedures, who shall deliver a certificate of disposal thereof to the City at the City's written request. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent and the City shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City or Fiscal Agent, as applicable, may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the fees expenses which may be incurred by the City or the Fiscal Agent, as applicable, for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of

this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the registration books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer

provisions in Section 2.06 hereof, references to “Cede & Co.” in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall promptly mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 (with respect to the 2023 Bonds) or as authorized in any Supplemental Agreement (with respect to any Additional Bonds) and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2023 Bonds.

The proceeds of the purchase of the 2023 Bonds by the Original Purchaser in the amount of $_____ (which is equal to the par amount of the 2023 Bonds, plus/less original issue premium/discount of $_____ and less the Underwriter's discount of $_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(ii) Deposit in the 2023 Reserve Account of the Reserve Fund $_____, equaling the initial amount of the Reserve Requirement for the 2023 Bonds;

(ii) Deposit in the Improvement Fund $_____;

(iii) Deposit $_____ in the 2023 Capitalized Interest Account of the Bond Fund; and

(iv) Deposit in the Costs of Issuance Fund $_____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Assistant City Manager, the Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Special Tax Fund (the "Special Tax Fund"), to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any amounts required by Section 3.05(B) to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than 10 Business Days after such receipt or transfer, the Assistant City Manager shall withdraw from the Special Tax Fund and transfer to

the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in each reserve account within the Reserve Fund, so that the amount in the reserve accounts of the Reserve Fund equals the Reserve Requirement with respect to each series of Bonds. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay Administrative Costs, costs of the Project or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Improvement Fund (the "Improvement Fund"), to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be held in trust and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project; provided, moneys in the Improvement Fund may also be used to pay the principal of and interest on the Bonds if available moneys in the Special Tax Fund are insufficient therefor, or to replenish draws made on the Reserve Fund, as directed in an Officer's Certificate. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

(i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost; and

(ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officer's Certificate previously filed requesting disbursement.

Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

For purposes of complying with the requirements of Section 3, the Fiscal Agent may conclusively rely and shall be protected in acting or refraining from acting upon the Officer's Certificate signed by the authorized officer of the City. The Fiscal Agent shall not be bound to make an investigation into the facts or matters stated in any such Officer's Certificate of the City. The Fiscal Agent shall not be responsible for determining whether the funds on hand in the Improvement are sufficient to complete the Project. The Fiscal Agent shall not be responsible to collect lien waivers.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder have been completed and that all costs of such portion of the Project and all Administrative Expenses of the District have been paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Costs of Issuance Fund (the "Costs of Issuance Fund"), to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2023 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate in similar form to that attached hereto as Exhibit B containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 3 months from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Bond Fund for payment of debt service on the 2023 Bonds. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Assistant City Manager for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said

investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, the 2023 Bonds shall be secured by a pledge and lien on the 2023 Reserve Account of the Reserve Fund, and each Series of Additional Bonds shall be secured by a separate reserve account established within the Reserve Fund as set forth in a Supplemental Agreement. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Bond Fund (the "Bond Fund"), to the credit of which deposits shall be made as required by Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the "Prepayment Account", which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03(A)(ii). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

There is also hereby created within the Bond Fund a "2023 Capitalized Interest Account" which account is hereby established for purposes of accounting for the disposition of 2023 Bonds, a portion of the proceeds of which will be deposited to such 2023 Capitalized Interest Account pursuant to Section 3.02(a). The amount deposited to the 2023 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2023 Bonds, and the amount deposited to the 2023 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2023 Bonds on March 1, 2024 and

September 1, 2024. Any excess amounts therein on September 2, 2024 shall be transferred to the Special Tax Fund, and the 2023 Capitalized Interest Account shall thereupon be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i). Amounts in the 2023 Capitalized Interest Account of the Bond Fund shall be drawn on before any other amounts in the Bond Fund.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Assistant City Manager of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If 10 days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Assistant City Manager such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Assistant City Manager in writing of such fact, and the Assistant City Manager shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Reserve Fund (the “Reserve Fund”), and within the Reserve Fund

shall be established a "2023 Reserve Account," to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in a reserve account of the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective series of Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Assistant City Manager.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account (it being understood the City calculates the Reserve Requirement in accordance with the definition thereof), the Fiscal Agent shall provide written notice to the Assistant City Manager of the amount of the excess. The Assistant City Manager shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with Section 4.02; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in a reserve account of the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by such reserve account, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the applicable reserve account of the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding Bonds. In the event that the amount so transferred to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the applicable reserve account, the balance in such reserve account shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from a reserve account of the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective series of Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in each reserve account of the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the applicable reserve account of the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund, the Improvement Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the 2023 Bonds are not so used as to cause the 2023 Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2023 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Assistant City Manager with a notice stating the amount then on deposit in the Bond Fund and the reserve accounts of the Reserve Fund. The receipt of such notice by the Assistant City Manager shall in no way affect the obligations of the Assistant City Manager under the following two paragraphs. Upon receipt of such notice, the Assistant City Manager shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Assistant City Manager, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing Bond Year, including any necessary replenishment or expenditure of amounts in the Reserve Fund and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Assistant City Manager shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project financed by the District. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Assistant City Manager of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the Reserve Fund to pay to pay principal and interest on the Bonds which draw causes the Reserve Fund to be reduced to an amount less than the Reserve Requirement.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Assistant City Manager shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Assistant City

Manager. The term "Bondowner" for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, the Finance Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than $3,250 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than $3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner. The Treasurer or Finance Director shall notify legal counsel of any such delinquency of which it is aware, and such legal counsel shall commence, or cause to be commenced, such actions to collect such delinquencies and subsequent foreclosure proceedings in such a manner as such counsel deems appropriate.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; provided, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. Additional Bonds.

(A) Issuance of Additional Bonds. In addition to the 2023 Bonds, the City may, by a Supplemental Agreement, authorize the issuance of one or more additional series of special tax bonds (the "Additional Bonds"), payable from Special Taxes and secured by the Special Tax Revenues and other amounts pledged to the Bonds, as and to the extent set forth in Section 4.01, equally and ratably with 2023 Bonds, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, such Additional Bonds in the principal amount as shall be determined by the City, subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(i) No default in the 2023 Bonds shall have occurred and then be continuing,

(ii) The issuance of the Additional Bonds shall have been duly authorized by the City, and not exceed the maximum bonded indebtedness authorized for the District.

(iii) The Additional Bonds shall be payable as to principal on September 1 in each year in which principal becomes due, and shall be payable as to interest semiannually on March 1 and September 1.

(iv) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(v) After giving effect to the issuance of the Additional Bonds:

(a) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City; and

(b) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available Fiscal Year.

Nothing in this Section or in this Agreement shall prevent or be construed to prevent the Supplemental Agreement providing for the issuance of Additional Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in this Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

(B) Proceedings for Issuance of Additional Bonds. Whenever the City shall determine to issue Additional Bonds:

(i) The City shall authorize the execution of a Supplemental Agreement specifying the principal amount and prescribing the forms of the Additional Bonds and providing the terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining same), interest payment dates, redemption provisions (including the amount and dates of mandatory sinking fund payments, if any), place or places of payment of principal or redemption price, if any, application of the proceeds thereof and any other provisions respecting the Additional Bonds not inconsistent with the terms of this Agreement, and

(ii) The Fiscal Agent shall receive an Officer's Certificate stating that the requirements of Section 5.17(A) have been met.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and Section 6.02, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed (including by facsimile transmission) with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments (such Officer's Certificate to specify the particular Permitted Investment to be made). In the absence of any such Officer's Certificate, the Fiscal Agent shall hold such moneys uninvested as cash and notify the Finance Director that it is doing so until further direction is received from the Finance Director. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Finance Director shall be invested by the Finance Director in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent may act as principal or agent in the acquisition or disposition of any investment. The Fiscal Agent shall not incur any liability for losses, fees, taxes or other charges arising from or incurred in connection with any investments, reinvestments or liquidations of investments made pursuant to this Section and hereunder. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Finance Director hereunder, provided that the Fiscal Agent or the Finance Director, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Finance Director, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which

such investment security is credited, subject to the second paragraph of this Section, and neither the Fiscal Agent nor the Finance Director shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as directed by the Officer's Certificate which shall comply with the requirements of the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Finance Director in writing of the amount of the shortfall and the Finance Director shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively and shall be fully protected from liability in conclusively relying upon the City's determinations, calculations, opinions, directions and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder or to confirm the adequacy or correctness of any rebate report. The Fiscal Agent shall be deemed conclusively to have complied with the provisions of this Agreement and any other agreement relating to the Bonds regarding calculation and payment of rebate if it follows the directions of the City, and it shall have no independent duty to review or enforce the City's compliance with such rebate requirements. Except to the extent expressly herein provided, the Fiscal Agent shall in no instance be responsible or liable for the tax treatment of the Bonds, the City's or District's compliance with the Code, or any other tax consequences in connection with the Bonds.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank Trust Company, National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any organization or entity into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any organization or entity resulting from any merger, conversion or consolidation to which it shall be a party or any organization or entity to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, provided such company shall be eligible under the following paragraph of this Section, shall be and shall become the successor to such Fiscal Agent and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, with 30 days' prior notice, and may appoint a successor or successors thereto, but any such successor shall be an organization or entity having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such organization or entity publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such organization or entity shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent, at the expense of the District, or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful

default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

The Fiscal Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys or agents, and shall be entitled to rely on advice of counsel concerning all matters of trust and its duty hereunder.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that

the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall, with respect to Bonds then Outstanding, (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds in any material respect, including to effectuate the issuance of Additional Bonds in accordance with Section 5.17;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds; or

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, at the expense of the City, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds actually known by an officer of the Fiscal Agent to be owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. The City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall

thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond at the expense of the City. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner and at the expense of the City, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion. The Fiscal Agent may, but shall not be obligated to, enter into any such Supplemental Agreement which affects the Fiscal Agent's own rights, duties or immunities under this Agreement or otherwise.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Assistant City Manager
Fax: (916) 746-1220

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank Trust Company, National Association
2222 E. Camelback Road, Suite 110
Phoenix, AZ 85016
Attention: Global Corporate Trust

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remain unclaimed for two years after the date when the payments of such principal, interest and premium have become payable, if such moneys were held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

Section 9.14. U.S.A. Patriot Act. The City and the District acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Fiscal Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Fiscal Agent. The City and the District agree that they will provide the Fiscal Agent with such information as it may request in order for the Fiscal Agent to satisfy the requirements of the U.S.A. Patriot Act.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Resolution No. 23-_____, adopted by the Council of the City of Roseville on _____, 2023, and the Fiscal Agent has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation, for and on behalf of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
CARMEL AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SCHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN, Assistant City Manager/Assistant City Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Vice President

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ $_____

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA
COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP:
%	September 1, 20__	_____ __, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided, semiannually on March 1 and September 1, commencing March 1, 2024 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the designated corporate trust office of U.S. Bank Trust Company, National Association in San Francisco, California (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolutions of the City Council of the City on _____, 2023 pursuant to the Mello-Roos Community Facilities Act of

1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District, and is one of the bonds designated "City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2023" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of October 1, 2023, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the facilities special tax ("Special Taxes") levied under the Mello-Roos Act in the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County of Placer (as such charge may be changed in the future), but not including interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20___ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 20___ through August 31, 20___	103%
September 1, 20___ through August 31, 20___	102
September 1, 20___ through August 31, 20___	101
September 1, 20___ and any date thereafter	100

The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed

as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Interest Payment Dates through March 1, 20___	103%
September 1, 20___ and March 1, 20___	102
September 1, 20___ and March 1, 20___	101
September 1, 20___ and Interest Payment Dates thereafter	100

The Bonds maturing September 1, 20___, September 1, 20___, and September 1, 20___ are subject to mandatory sinking payment redemption in part on September 1, 20___, September 1, 20___, and September 1, 20___, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20___

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term Bonds Maturing September 1, 20___

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

Term Bonds Maturing September 1, 20___

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document. This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent. It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk of the City, all as of the Bond Date stated above.

CITY OF ROSEVILLE, for and on behalf of the CITY OF ROSEVILLE TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

By: _____
Mayor

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2023

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, *as Fiscal Agent*

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by an eligible guarantor.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2023

OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT FROM IMPROVEMENT FUND

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of October 1, 2023 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A;

(iii) an obligation in the stated amount has been properly incurred and each such obligation is a proper charge against the Improvement Fund and has not been subject of any previous requisition of the City requesting disbursement;

(iv) there has not been filed with or served upon the City a stop notice or any other notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable to the person named in this Officer's Certificate, which has not been released or will not be released with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of laws; and

(v) in the case of each payment made under any contract for installation or construction, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed or such materials, equipment or supplies were actually installed in furtherance of the Project or delivered at the site for that purpose or delivered for storage or fabrication at a place or places approved by the City.

With respect to this requested disbursement, the City (i) certifies that it has reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate, (ii) agrees to indemnify and hold harmless the Fiscal Agent from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorneys' fees and expenses resulting directly or indirectly as a result of making the disbursement requested, and (iii) agrees that it will not seek recourse from the Fiscal Agent as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction.

Dated: _____, 20__

CITY OF ROSEVILLE

By: _____
Authorized Officer

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Amount

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2023

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

NEW ISSUE-FULL BOOK ENTRY **NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2023 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2023 Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

$_____*
CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

Dated: Date of Delivery **Due: September 1, as shown below**

The bonds captioned above (the "2023 Bonds"), are being issued by the City of Roseville (the "City") by and through its Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District"). The 2023 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of October 1, 2023 (the "Fiscal Agent Agreement") by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). The 2023 Bonds are being issued to (i) construct and acquire certain public facilities authorized for the District, (ii) provide for a deposit to a debt service reserve account for the 2023 Bonds, (iii) provide capitalized interest for debt service due on the 2023 Bonds through September 1, 2024, and (iv) pay costs of issuance of the 2023 Bonds. Interest on the 2023 Bonds is payable semiannually on March 1 and September 1 of each year, commencing March 1, 2024. The 2023 Bonds represent the first series of special tax bonds issued for the District, and the issuance of additional parity bonds in the future is contemplated, subject to the conditions set forth in the Fiscal Agent Agreement. See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

The 2023 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The 2023 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** To provide funds for payment of the 2023 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2023 Bonds from proceeds of the 2023 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property currently in the District and subject to the Special Tax comprises approximately 21 acres planned for 159 residential homes, consisting of 115 low-density-residential and 44 medium-density-residential units. Anthem United Torrente Homes Limited Partnership, a Washington limited partnership, is developing the land for sale to individual homeowners. As of August 10, 2023, the 5 model homes, as well as 6 production homes, were under construction, and the project was scheduled to open for sales in October 2023. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

The 2023 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS — Redemption."

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2023 BONDS. THE 2023 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2023 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2023 Bonds.

The 2023 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2023 Bonds will be available for delivery to DTC on or about October __, 2023.

[Stifel logo]

The date of this Official Statement is _____, 2023.

* Preliminary; subject to change.

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

MATURITY SCHEDULE

Maturity (Sept. 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† (_____)

$_____ _____% Term Bond Due September 1, 20___; Yield ____%; Price: ____%
CUSIP†: _____

† CUSIP Global Services (CGS) is managed on behalf of American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Fiscal Agent or the Underwriter take any responsibility for the accuracy of the CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council

Bruce Houdesheldt, *Mayor (District 3)*
Krista Bernasconi, *Vice Mayor (District 4)*
Scott Alvord, *Councilmember (District 5)*
Tracy Mendonsa, *Councilmember (District 1)*
Pauline Roccucci, *Councilmember (District 2)*

City Staff

Dominick Casey, City Manager
Dennis Kauffman, Assistant City Manager/Chief Financial Officer
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel
Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor
Hilltop Securities Inc.
Encino, California

Special Tax Consultant and Administrator
Willdan Financial Services
Temecula, California

Appraiser
Integra Realty Resources
Sacramento, California

Fiscal Agent
U.S. Bank Trust Company, National Association
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2023 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the 2023 Bonds.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements." Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2023 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2023 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2023 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2023 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE 2023 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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OFFICIAL STATEMENT

$_____*
CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the "**City**") by and through its Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**") of the bonds captioned above (the "**2023 Bonds**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2023 Bonds to potential investors is made only by means of the entire Official Statement.

The City. The City is located in the County of Placer (the "**County**"), which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and unincorporated County to the east and west. For additional information on the City and the County, see APPENDIX C.

The District. On September 15, 2021, the City Council of the City (the "**City Council**"), as legislative body of the District, adopted a Resolution of Intention to form the District under the Mello-Roos Community Facilities Act of 1982, as amended (the "**Act**"), to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on November 3, 2021, the City Council adopted a Resolution of Formation (the "**Resolution of Formation**"), which established the District, set forth the Rate and Method within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed $30,000,000. On the same day, an election was held

* Preliminary; subject to change.

within the District in which the sole qualified elector in the District, The Cyril Barbaccia Irrevocable Trust, approved the proposed bonded indebtedness and the levy of the Special Tax. Subsequently, the Trust sold all the land in the District to Anthem United Torrente Homes Limited Partnership, a Washington limited partnership (the "**Developer**").

Property currently in the District and subject to the Special Tax comprises approximately 21 acres planned for 159 residential homes, consisting of 115 low-density-residential (LDR) and 44 medium-density-residential (MDR) units. Anthem United Torrente Homes Limited Partnership, a Washington limited partnership, is developing the land for sale to individual homeowners. As of August 10, 2023, the 5 model homes, as well as 6 production homes, were under construction, and the project was scheduled to open for sales in October 2023. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

Authority for Issuance of the 2023 Bonds. The 2023 Bonds are issued pursuant to the Act, a resolution adopted by the City Council on _____, 2023 (the "**Resolution of Issuance**") and a Fiscal Agent Agreement dated as of October 1, 2023 (the "**Fiscal Agent Agreement**") between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

Bond Terms. The 2023 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2023 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2024. The 2023 Bonds will be issued without coupons in denominations of $5,000 or any integral multiple thereof.

Registration of Ownership of 2023 Bonds. The 2023 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"). Ultimate purchasers of 2023 Bonds will not receive physical certificates representing their interest in the 2023 Bonds. So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2023 Bonds. Payments of the principal, premium, if any, and interest on the 2023 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2023 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Use of Proceeds. Proceeds of the 2023 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the "**Improvements,**" as described herein) as part of the development being undertaken by the Developer. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District and the surrounding area, as well as park and open space improvements (which include environmental mitigation costs). Proceeds of the 2023 Bonds will also be deposited to a debt service reserve account for the 2023 Bonds, to provide capitalized interest for debt service due on the 2023 Bonds through September 1, 2024 and to pay costs of issuance.

Security and Source of Payment of the Bonds. As security for the payment of the Bonds, a special tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City Council through the application of the Amended Rate,

Method of Apportionment, and Manner of Collection of Special Tax for the District (the "**Rate and Method**"). The Rate and Method is set forth in its entirety in APPENDIX A hereto. Pursuant to the Rate and Method, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2086-87, and a "Maintenance Special Tax" will be levied and collected beginning in the Transition Year. *Only the "Facilities Special Tax" is pledged to the payment of the Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Rate and Method*. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology."

The 2023 Bonds are payable from the "***Special Tax Revenues***," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2023 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a reserve fund, all as more fully described herein. See "–2023 Reserve Account of the Reserve Fund," below.

The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

Additional Parity Bonds. The maximum authorized indebtedness for the District is $30,000,000. The 2023 Bonds are the first series of special tax bonds issued under this authorization, and additional series of parity bonds are expected in the future to finance additional infrastructure improvements constructed by the Developer. In addition, the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, as described below under "– Use of Bond Authorization for Development Impact Fee Deferral Bonds."

The District may issue additional bonds secured by Special Tax Revenues on parity with the 2023 Bonds, upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. Following the issuance of the 2023 Bonds in the amount of $_____*, the remaining authorized amount of indebtedness to be issued is $_____*. So long as the 2023 Bonds are outstanding, any future bonds issued for the District and secured on parity with the 2023 Bonds (herein, "**Additional Bonds**" and collectively with the 2023 Bonds, the "**Bonds**") are required to meet certain conditions of issuance as set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the 2023 Bonds are allowed. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

Use of Bond Authorization for Development Impact Fee Deferral Bonds. In connection with the approval of development in the District, the City agreed that payment of certain impact fees owed by the Developer will be deferred (referred to as the "Development Impact Fee Deferral" in the Rate and Method) to allow payment of the deferred fees after the 2023 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection

* Preliminary; subject to change.

of Special Taxes or through the issuance of future bonds after the 2023 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

2023 Reserve Account of the Reserve Fund. In connection with the issuance of the 2023 Bonds, a Reserve Fund (the "**Reserve Fund**") is being established under the Fiscal Agent Agreement, and within the Reserve Fund separate accounts are established for each series of Bonds. At the time of issuance of the 2023 Bonds, a reserve account for the 2023 Bonds will be established within the Reserve Fund (the "**2023 Reserve Account**") pursuant to the Fiscal Agent Agreement and held by the Fiscal Agent for the benefit of the 2023 Bonds. The 2023 Reserve Account is available solely for the payment of debt service on the 2023 Bonds and no other parity obligations. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Reserve Fund." If there are additional delinquencies after depletion of funds in the 2023 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2023 Bonds or supplement the 2023 Reserve Account of the Reserve Fund.

Appraised Value of Property. Property in the District is security for the Special Tax. The City authorized the preparation of an appraisal report for certain real property within the District, which sets forth an aggregate value of appraised taxable property in the District of $26,290,000, as of August 10, 2023 (the "**Date of Value**"). The valuation assumes completion of the Improvements funded by the 2023 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax and adds the estimated bond amount to the value of property. In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2023 Bonds to reimburse for completed Improvements. The Improvements to be paid for with proceeds of the 2023 Bonds are now complete. See "VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal" and APPENDIX B.

The appraised value of property in the District is approximately 3.5* times the $7,500,000* aggregate principal amount of the 2023 Bonds (there is no overlapping land-secured debt). This is an average, and individual parcels may vary widely from the average. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios."

Development of land in the District is underway by the Developer. See "THE DISTRICT – Anticipated Development in the District" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

Risks of Investment. See the section of this Official Statement entitled "SPECIAL RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2023 Bonds. ***In particular, no assurance can be given that the timing of construction of homes and/or sale of homes projected by the Developer in this Official Statement will be accomplished. Neither the City nor the Underwriter can predict the impact of COVID-19 or future pandemic diseases on home production and home sales activities or the willingness of owners of land in the District, including the Developer or any subsequent owners, to pay the Special Taxes securing the 2023 Bonds. See "SPECIAL RISK FACTORS – Pandemic Diseases."***

Limited Obligation of the City. **The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or**

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redemption premiums, if any, on the 2023 Bonds. The 2023 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2023 Bonds is a general debt, liability or obligation of the City. The 2023 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2023 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the Bonds, as provided in the Fiscal Agent Agreement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

ESTIMATED SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2023 Bonds follows:

Estimated Sources of Funds:	
Principal Amount of 2023 Bonds	$
Plus/Less: [Net] Original Issue Premium/Discount	
Total	$
Estimated Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to 2023 Reserve Account of the Reserve Fund[(1)]	
Deposit to Bond Fund[(2)]	
Costs of Issuance[(3)]	
Total	$

(1) Equal to the Reserve Requirement for the 2023 Bonds.
(2) Capitalized interest is being funded for the 2023 Bonds through September 1, 2024.
(3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

THE BONDS

Authority for Issuance

The 2023 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

On September 15, 2021, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on November 3, 2021, the City Council adopted the Resolution of Formation, which established the District, set forth the Rate and Method within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed $30,000,000. On the same day, an election was held within the District in which the qualified elector in the District, the Developer, approved the proposed bonded indebtedness and the levy of the Special Tax. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and APPENDIX A.

Description of the Bonds

Bond Terms. The 2023 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2023 Bonds are being issued in the denomination of $5,000 or any integral multiple thereof.

Interest on the 2023 Bonds will be payable semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2024. The principal of the 2023 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal designated corporate trust office of the Fiscal Agent in San Francisco, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

Book-Entry Only System. The 2023 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2023 Bonds will not receive physical certificates representing their interest in the 2023 Bonds. So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the 2023 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2023 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2023 Bonds. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Calculation and Payment of Interest. Interest on the 2023 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2023 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest

Payment Date occurs whether or not such day is a Business Day (the "**Record Date**") preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of 2023 Bonds; provided that so long as any 2023 Bonds are in book-entry form, payments with respect to such 2023 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Each 2023 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2023 Bond, interest is in default thereon, such 2023 Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2023 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption*

Optional Redemption. The 2023 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption From Prepayments. The 2023 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2023 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

* Preliminary; subject to change.

Redemption Dates	Redemption Price
Interest Payment Dates through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Term 2023 Bonds maturing September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2023 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

Term 2023 Bonds Maturing September 1, 20__

Mandatory Redemption Date (Sept. 1)	Sinking Fund Payment
(maturity)	

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2023 Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2023 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2023 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective Owners of any 2023 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any

such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2023 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2023 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2023 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2023 Bond to be redeemed or will state that all 2023 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2023 Bonds of one or more maturities have been called for redemption, will state as to any 2023 Bond called in part the principal amount thereof to be redeemed, and will require that such 2023 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such 2023 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2023 Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2023 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2023 Bonds of any maturity, the City will select the 2023 Bonds to be redeemed, from all 2023 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate that results in relatively uniform debt service. Upon surrender of 2023 Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new 2023 Bond or 2023 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2023 Bond or 2023 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2023 Bonds so called for redemption are deposited in the Bond Fund, such 2023 Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the 2023 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2023 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2023 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2023 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2023 Bond or 2023 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2023 Bond or 2023 Bonds, for a like aggregate principal amount of 2023 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfers or exchanges of 2023 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2023 Bonds for redemption or (ii) with respect to a 2023 Bond after such 2023 Bond has been selected for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Special Taxes

The Bonds (consisting of the 2023 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the "**Special Tax Revenues**"). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount of the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Rate and Method administered by Willdan Financial Services, Temecula, California (the "**Special Tax Administrator**") and set forth in APPENDIX A hereto for all taxable properties in the District. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Rate and Method approved by the City. See "Special Tax Methodology" below and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth in the Rate and Method. Under the Rate and Method, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Rate and Method apportions the Annual Facilities Costs (as defined in the Rate and Method and described below) among the taxable parcels of real property within the District according to the rate

and methodology set forth in the Rate and Method. See "Special Tax Methodology" below. See also "APPENDIX A — RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City may levy the Special Tax up to the amount of the "Maximum Annual Facilities Special Tax" set forth in the Rate and Method, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See "SPECIAL RISK FACTORS – Tax Delinquencies" herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

Pursuant to the Rate and Method, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2086-87, and a "Maintenance Special Tax" will be levied and collected beginning in the Transition Year. For the definition of "Transition Year" and other defined terms used in this "Special Tax Methodology" section, as well as related matters, see APPENDIX A. *Only the "Facilities Special Tax" is pledged to the payment of the Bonds, and the definition of "**Special Taxes**" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Rate and Method. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Rate and Method.*

Determination of Annual Facilities Costs. Each year, the City will determine the Annual Facilities Costs of the District for the upcoming Fiscal Year. The "**Annual Facilities Costs**" includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

(i) Debt Service to be paid from Facilities Special Taxes;

(ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;

(iii) Administrative Expenses for such Fiscal Year;

(iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in the current or any previous Fiscal Year, to the extent not already included in the calculation of Annual Facilities Costs;

(v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year and, (2) to fund any foreseeable deficiency of the amount to be available for the payment of Facilities Special Taxes which are expected

to occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Rate and Method.

Parcels Subject to the Facilities Special Tax. The Rate and Method designates 2 "original parcels," corresponding to large lot parcels CG-1 (planned for 115 LDR lots) and CG-20 (planned for 44 MDR lots). Each fiscal year, the City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax parcels within each zone within the District pursuant to the Rate and Method. Taxable Parcels that are acquired by a public agency after the District is formed will remain subject to the Facilities Special Tax unless a "trade" resulting in no loss of Facilities Special Tax revenue can be made, as described in the Rate and Method.

Limitation on Increases in Levy of Facilities Special Tax. If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See "SPECIAL RISK FACTORS."

Duration of the Facilities Special Tax; Transition Year. The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2086-87. Transition Year means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and Transition Event means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2086-87. Initial Bonding Period means the period in which Bonds are outstanding or refunded which financed Authorized Facilities costs other than the Development Impact Fee Deferral.

Prepayment of the Facilities Special Tax. The Rate and Method provides that landowners may prepay some of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Rate and Method, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Rate and Method set forth in APPENDIX A. Prepayment

is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Rate and Method.

For the 115 planned low-density-residential (LDR) units in the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2023-24 equals $3,173 per unit, while for the 44 planned medium-density-residential (MDR) units in the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2023-24 equals $2,497 per unit.

The foregoing amounts are subject to adjustment based upon the actual number of units built (in the event that less homes are built than are expected in the Rate and Method). The Maximum Annual Facilities Special Tax (as defined in the Rate and Method) shall escalate by 2% per year until the Transition Event, and thereafter shall no longer be levied. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" and for a table showing the expected land uses and assigned Maximum Special Taxes, see "Attachment 2" in such Appendix.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating amount needed to be generated by all Taxable Parcels in the District; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Rate and Method establishes a priority for which properties will be levied a Special Tax. First, all "Developed Parcels" in the District receive a levy. If additional amounts are needed, a levy is made against each "Small Lot Tentative Map Parcel" in the District, then each "Large Lot Parcel" in the District, then each "Undeveloped Parcel" in the District. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to May 1 of the preceding Fiscal Year. See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Rate and Method. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Rate and Method notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Rate and Method provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. Proceeds of the annual Special Tax levy will first be used to pay the "Annual Facilities Costs" (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit into the Improvement Fund for authorized costs not funded from Bond proceeds. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT." See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" above.

See "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX" for a copy of the Rate and Method.

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City's administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City's discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for the District) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of

the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than $3,250 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than $3,250 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Facilities Special Tax rates set forth in the Rate and Method, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption "–Special Tax Methodology" above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained.

However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

2023 Reserve Account of Reserve Fund

In connection with the issuance of the 2023 Bonds, a Reserve Fund (the "**Reserve Fund**") is being established under the Fiscal Agent Agreement. In addition, a reserve account for the 2023 Bonds (previously defined as the "**2023 Reserve Account**") will be established within the Reserve Fund to be held by the Fiscal Agent for the benefit of the 2023 Bonds.

Upon delivery of the 2023 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2023 Reserve Account of the Reserve Fund so that the amount therein equals the "**Reserve Requirement**," which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

(a) the Reserve Requirement for the 2023 Bonds shall not increase after the date of issuance of the 2023 Bonds;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all

Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

*"**Qualified Reserve Fund Credit Instrument**"* means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest

on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

Future Parity Bonds

The Resolution of Formation authorizes the issuance of up to $30,000,000 of special tax bonds for the District, of which the 2023 Bonds represent the first series. The City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the "**Additional Bonds**") payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2023 Bonds, as development progresses in the District and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Rate and Method, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available Fiscal Year.

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Developer will be deferred (referred to as the

"Development Impact Fee Deferral" in the Rate and Method) to allow payment of the deferred fees after the 2023 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2023 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

DEBT SERVICE SCHEDULES

The annual debt service on the 2023 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement and assuming no early redemptions, is set forth below.

City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds, Series 2023
Debt Service – 2023 Bonds

Year Ending (Sept. 1)	Principal	Interest	Total
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
Total			

Source: Underwriter.

THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan ("**SVSP**") is the primary land use, policy and regulatory document used to guide development of the project area. The Specific Plan establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. The intent is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the SVSP area are required to be consistent with the SVSP. The SVSP implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and Plan Area. The General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the SVSP at adoption, and is a component of the SVSP. The full text of the SVSP is available on the City's website.

Land Use Concept. The SVSP is planned primarily as a residential community, with a significant commercial and employment center along Baseline Road, which properties are not part of the District and not subject to the Special Taxes securing the Bonds. The overall mix and intensity of uses is similar to that found in adjacent portions of the City. The SVSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the SVSP area.

The primary elements that comprise the form of the SVSP land use plan include: the residential neighborhoods; a range of commercial and employment uses, schools, parks and open space, as more particularly described below.

Residential Neighborhoods - A variety of housing styles similar to that found elsewhere in the City are planned, including affordable housing and designated age restricted neighborhoods. High density residential comprises approximately 30% of planned residential uses.

Commercial and Employment - A range of commercial and employment uses are proposed within the SVSP, including commercial mixed-use, business professional mixed-use, and community commercial uses. Conventional commercial sites are provided as well, typically along arterial roadways. The SVSP's employment and service uses are intended to complement and further diversify the City's employment, retail, service, and revenue base.

Neighborhood Parks - Neighborhood parks are proposed throughout the SVSP, some are located adjacent to the elementary schools and middle school sites, maximizing the potential for joint-use opportunities with the outdoor recreation facilities. Park facilities range from approximately one to approximately 10 acres in size. Some of the SVSP's neighborhood parks would be linked to a system of paseos, providing a comprehensive network of pedestrian and bikeway connections to the SVSP's parks and open space system. Neighborhood parks typically include a mix of soccer and baseball fields, tot lots, playgrounds, picnic area, and hard surface game courts.

Open Space - Approximately 317 acres of the SVSP are proposed as Open Space, comprising approximately 15 percent of the total project site acreage. Open Space land use and zoning is generally applied to lands that are environmentally sensitive or otherwise significant due to habitat, natural features, or man-made features. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife

movement corridors, and can function to improve the interface between uses. In many locations, the preserve area accommodates a dedicated Class I pedestrian pathway to be shared with a vehicle maintenance road for maintenance activities. In addition, open space areas could accommodate utility lines and provide the conduit for drainage and space for storm water treatment and detention facilities within the SVSP area. Any disturbance or construction within open space preserve areas of the SVSP would comply with the provisions of the Army Corps of Engineers approved Open Space Management Plan and Section 404 permit requirements.

Land Use Plan. The SVSP land use plan includes a blend of residential, service, employment, open space and public uses. The SVSP area is statistically projected to house approximately 22,045 residents and in excess of 9,000 employees. The SVSP includes a total of 8,679 dwelling units on approximately 2,064 gross acres. Proposed land uses include a total of approximately 317 acres set aside in open space; 106 acres for dedication to parks; 71 acres of public/quasi-public uses; 190 acres of community commercial; 27 acres of business professional; and 41 acres of commercial mixed use.

THE DISTRICT

Location and Description of the District and the Immediate Area

General. The Developer is developing approximately 21 acres of property into 159 residential units – 115 LDR units and 44 MDR units. The District is located in the SVSP area, which is in the northwest portion of the City. Property in the District is within the Center Joint Unified School District. The land owned by the Developer in the SVSP area is generally level topography, currently with large open annual grassland areas. The SVSP has targeted a majority of the creek corridors, and a portion of the seasonal wetlands, for preservation in permanent open space. See "THE SIERRA VISTA SPECIFIC PLAN" above.

Maps. Maps showing the boundary of the District are shown on the following pages.

[Reserved for boundary map]

[Aerial #1]

[Aerial #2]

Entitlements and Anticipated Development

*The Developer has provided the following information with respect to entitlements and anticipated development of land in the District (the "**Property**"). No assurance can be given that all information is complete. No assurance can be given that development of the Property will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the SVSP, the Torrente Development Agreement described herein, and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.*

Overview. As noted above, development within the District is anticipated by the Developer to be consistent with the SVSP land uses, which primarily consist of low-density and medium-density residential neighborhoods. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See "THE SIERRA VISTA SPECIFIC PLAN" above.

Entitlements. The entitlements permit a development proposal related to a particular parcel to proceed through tentative map subdivision and design-review permitting processes to final mapping provided the development application is in accord with the entitlements and the final map conditions. The land has received full land use approval, including, but not limited to, approval of Specific Plan Zoning and the Torrente Development Agreement.

The Property within the District encompasses approximately 21 acres, planned for development into 115 low density residential (LDR) units and 44 medium density residential (MDR) units. The following table shows the entitlements.

Table 1
City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Units in District

Village (Parcel)	Land Use	Acres	Planned Units	Final Maps Recordation Date
CG-1	LDR	17.47	115	December 22, 2022
CG-20	MDR	3.70	44	December 22, 2022
	Totals	***21.17***	***159***	

Source: Developer.

Development Agreement

General. The Developer purchased the Property in the District from Sierra Baseline Development LLC ("**Sierra Baseline**"). Immediately prior to the sale to the Developer, Sierra Baseline purchased a larger amount of property from The Cyril Barbaccia Irrevocable Trust (the "**Trust**"). The Trust and the City were the original parties to the Development Agreement Relative to The Sierra Vista Specific Plan, dated May 19, 2010, as amended (the "**Original Development Agreement**"). The Original Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City's Zoning Ordinance No. 802. The Original Development Agreement relates to the entire property holdings in the SVSP, of which the Property in the District is a part. In connection with the sale of SVSP property in the District to Sierra Baseline, Sierra Baseline assumed the obligations under the Original Development Agreement.

On April 29, 2022, in the sale of the Property to the Developer, Sierra Baseline and the Developer executed a partial assignment and assumption of the Original Development Agreement whereby (i) Sierra Baseline assigned all of the rights, title, and interest in the Original Development Agreement with respect to the Property only and (ii) the Developer assumed the obligation to satisfy the conditions of approval on the tentative map for parcels CG-1 and CG-20 of the SVSP (i.e., the Property). The portion of the Original Development Agreement assigned to and assumed by the Developer with respect to the Property is referred to herein as the "**Torrente Development Agreement**"). The Torrente Development Agreement vests development rights, sets forth infrastructure improvements and dedication requirements, secures the timing and methods for financing improvements, and specifies other performance obligations as related to development of the Property.

Like the rest of the land within the SVSP, the Torrente Development Agreement is the primary implementation tool for the development of the Property in the District, and creates a binding contract between the City and the Developer, setting forth the needed infrastructure improvements, timing and method for financing improvements and other specific performance obligations of the City and the Developer related to development of the Property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the Property in the District. The Torrente Development Agreement has a 30-year term (from the date of the Original Development Agreement in 2010), runs with the property, and may be modified only by mutual consent of the City and the Developer and in a manner consistent with the SVSP. With the Torrente Development Agreement in place, subject to compliance with the terms of the Torrente Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Backbone and In-Tract Improvements. The Torrente Development Agreement sets forth the responsibility of the Developer to satisfy the conditions of approval on the tentative map for parcels CG-1 and CG-20 of the SVSP (i.e., the Property), which includes the certain backbone improvements consisting of construction of a portion of Baseline Road. As of August 10, 2023, the Baseline Road improvements were roughly 75% complete. The remaining items to be completed consist of pouring concrete, paving, striping and installation of the traffic signal.

In addition, the Developer is responsible for constructing the "in-tract" improvements and paying the impact fees necessary to put the 159 lots into finished lot form, and to obtain final maps the lots. Final maps for all 159 lots were approved by the City Council in December 2022 and recorded on December 22, 2022. The "in-tract" improvements were completed in May 2023.

Funding of improvements with the 2023 Bonds and Additional Bond proceeds will satisfy a portion, but not all, of the relevant obligations set forth in the Torrente Development Agreement for infrastructure improvements. See Table 4 herein for a sources and uses table. The improvements not funded from the 2023 Bonds and Additional Bonds or Special Taxes are required to be funded by the Developer.

No Affordable Units. There are no affordable unit requirements for land in the District.

Environmental Matters

Flood Hazard Map Information. According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 060243, with an effective date of November 2, 2018), the developable portions of the Property are located within Flood Zone X, described as areas of minimal flooding (outside of the 100 and 500-year floodplains).

Wetland Conditions. According to the City's planning department, some jurisdictional wetlands will be affected by the development of the project, however the impact has been mitigated by the Developer. No additional environmental permits are required to be obtained.

Seismic Conditions. The Property is not located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

The Developer has provided the information set forth in this section entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." No assurance can be given that all information is complete.

No assurance can be given that development of the Property will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of the Developer or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

Information Regarding the Developer

All of the Property in the District is currently owned by Anthem United Torrente Homes Limited Partnership, a Washington limited partnership (the "**Developer**"). The Developer's general

partner is Anthem United Torrente Homes Management LLC, a Washington limited liability company ("**Anthem United LLC**"), and its limited partners are Anthem United Homes, Inc., a Washington corporation ("**Anthem United Homes**"), and IHP Capital Partners VI, LLC, a Delaware limited liability company ("**IHP**"). Anthem United Homes has both regional and national development experience in residential, commercial, and municipal projects.

General Partner. Anthem United LLC, together with its affiliates, including Anthem United Homes, is a land development and homebuilding company operating across western North America (Canada and the United States). Anthem United LLC is currently involved with building approximately 14,600 homes in more than 60 communities across more than 5,000 acres of land. Headquartered in Vancouver BC, it also has offices in Calgary and Edmonton AB, and Roseville, California. Anthem United LLC, as the general partner of the Developer, is responsible for overseeing the day-to-day operations of Developer and its achievement of the budget for the project.

Limited Partners. Anthem United Homes is a privately held affiliate of the Developer responsible primarily for homebuilding operations undertaken by Anthem United Homes' entities. Its President is Eric Carlson. IHP is a privately held entity. Its Manager is Institutional Housing Partners VI L.P., a California limited partnership ("**IHP VI**"). IHP Capital Partners, a California corporation ("**IHP Corp**"), is the General Partner of IHP VI. Douglas Neff is the CEO of IHP Corp. Richard Whiteley and Christopher Bley are Co-Presidents of IHP Corp.

Proposed Development

Overview. As noted above, land in the District is entitled to develop into 115 LDR units and 44 MDR units. The Developer is marketing the project as "Kindred at Sierra Vista."

As noted above, the Developer is responsible for constructing certain backbone improvements, the "in-tract" improvements, and paying the impact fees necessary to put the lots into finished lot form, and to obtain final maps for the lots. Final maps were approved and recorded for all 159 lots on December 22, 2022. The "in-tract" improvements were completed in May 2023.

Utilities. All typical urban utility services for finished lots are available at the lots or will be extended to the lots. These utilities include electric power, natural gas, telephone, cable television, water, refuse, and sanitary sewer and storm water facilities. The City provides electric, water, sewer refuse and storm water facilities, and police and fire services. Pacific Gas & Electric provides natural gas.

Transformer Supply Chain Challenges. Electric service within the City is provided by the City's electric utility system. The electric utility is currently experiencing a known supply chain disruption with respect to obtaining electrical transformers needed for new development, having been advised by suppliers of up to a 2-year delay for new orders. Developers in the City have been made aware of the City's known and foreseeable delay in obtaining electric transformers needed for development, which could affect development in the District.

Currently, there are two transformers on site that are providing power for the model homes and phase 1 production homes. To complete the development, additional transformers will be needed. Orders for the additional transformers have been submitted and the City is quoting lead times on those orders of 10-14 months, with no guarantee that they will be delivered within that timeframe. Currently, the City is not denying building permit issuance on lots in subdivisions that do not have transformers and developers can construct homes on the lots, but are building at their own

risk of not having electricity when the home is finished and ready to be sold since the City will not issue an occupancy permit without electric service. The shipments of transformers are starting to be received by the City and supply chain issues are beginning to be resolved. The Developer continues to move forward with construction as planned and is monitoring the transformer capacity needs and cannot predict the outcome or impact from the delay, if any, in obtaining electric transformers on its ability to obtain building permits, construct homes, and energize and sell and convey such homes in the District.

Timing of Model Homes and Production Homes. All 159 lots are in "finished" form, with all utilities stubbed to them. Model home construction began in May 2023, and five (5) model homes will be completed by the end of September 2023. The first production homes began construction in July 2023.

Planned Home Sale Plans and Sizes. The Developer plans to construct various floor plans for the LDR and MDR units, as shown in the following table.

Table 2
City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Home Sale Plans and Sizes

			Floorplan Size Range (sf)		
Village	Land Use	No. of Lots[1]	Low	High	Base Pricing[2]
CG-1	LDR	115	1,979	3,272	$584,990-$696,990
CG-20	MDR	44	1,840	2,052	$565,990-$580,990

(1) There are three models planned for CG-1 and two models planned for CG-20.
(2) Base Pricing as of August 10, 2023. Excludes upgrades, concessions, and other offsets in pricing.
Source: The Developer.

Table 3
City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Planned Home Sale Plans and Sizes
Status of Development
(As of August 10, 2023)

	Village CG-1	Village CG-20	Total
Closed to Homeowners	0	0	0
Completed Homes	0	0	0
Homes Under Construction (including 5 models)[1]	6	5	11
Finished Blue Top Lots	109	39	148
Total Projected Units	115	44	159
Units under Contract to be Sold	0	0	0

(1) Under construction means that a building permit has been issued and the trenching for the foundation has begun.
Source: The Developer.

Eligible Facilities

The Bonds will provide a funding source to the Developer for moneys expended for a portion of the cost of the improvements and for certain fees paid or to be paid by the Developer. The eligible Improvements authorized to be funded with proceeds of the Bonds include, but are not limited to, transportation improvements, water improvements, and wastewater improvements.

Estimated Cost of the Development

General. The Developer purchased the Property in the District as tentatively mapped lots and is responsible for all costs and fees related to finishing the lots and building and selling the homes.

Funding Sources. In connection with the issuance of the Bonds, the City and the Developer have entered into a Funding, Construction and Acquisition Agreement (the "**Acquisition Agreement**") which provides that the Developer will construct (or cause to be constructed or funded) certain improvements (including paying impact fees for improvements), and the City, upon completion of construction and acceptance by the City, or through progress payments prior to completion of the entire improvement, will purchase the improvements or reimburse the Developer for expended amounts using a portion of the proceeds of the Bonds pursuant to the terms of the Acquisition Agreement. The Developer will be responsible for the portion of the cost of construction of the improvements not paid with Bond proceeds.

The Developer intends to fund its development in the District using equity, draws on a revolving construction loan and proceeds from the sales of homes within the District.

On June 8, 2022, the Developer entered into a revolving loan with Western Alliance Bank (the "**Western Alliance Revolver**"). The Western Alliance Revolver consists of two parts: a $17,052,750 land development loan (the "**Land Loan**") and a $28,000,000 revolving vertical construction loan (the "**Vertical Loan**"). As of August 10, 2023, the Developer has borrowed approximately $16,403,685 of the Land Loan and anticipates drawing additional amounts under the Land Loan over the next several months. The Land Loan is paid in part from the Vertical Loan each time that the Developer commences construction on a home. As the homes are completed and sold, there is a mandatory paydown of the Vertical Loan. The Developer intends to borrow funds, repay funds, and redraw from the Vertical Loan to construct the homes in the District over time, with the maximum amount that may be outstanding at any one time being $28,000,000. The Western Alliance Revolver matures and must be paid in full on June 8, 2025.

The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City and the Developer contemplate utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse the Developer for costs of the improvements, the City expects to continue to levy Special Taxes for payment of the "Development Impact Fee Deferral" (as defined in the Special Tax Formula) which levy may secure future bonds issued after payment in full of the Bonds and any additional bonds issued under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" and "– Special Tax Fund."

The following table shows estimated sources and uses for the Developer related to the development of the District.

Table 4
City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Developer's Proposed Financing Plan

	Total	As of August 10, 2023	Remainder of 2023	2024	2025 and thereafter
Sources:					
Equity	$24,763,433	$23,763,433	$1,000,000	-	-
Bond Proceeds[(1)]	5,875,000	-	5,875,000	-	-
Land/Revolving Loan[(2)]	104,671,136	19,823,614	10,118,455	$39,981,757	$34,747,310
Recoveries - Baseline Frontage (SVSP)	4,272,156	3,778,916	493,240	-	-
Recoveries - Baseline Interior Lanes (City/County TMF)	1,858,103	-	1,858,103	-	-
Recoveries - Baseline/Market Street Signal (TMF Set-Aside)	622,315	66,537	70,451	289,631	195,696
Recoveries - PG&E	111,458	-	66,874	22,292	22,292
Recoveries - Bike Trail	79,814		17,569	37,146	25,099
Sales of Homes	107,523,682	-	-	50,042,468	57,481,214
Total Sources	**$249,777,097**	**$47,432,500**	**$19,499,692**	**$90,373,294**	**$92,471,611**
Uses:					
Land Acquisition	$16,000,000	$16,000,000	-	-	-
Backbone Infrastructure	6,689,389	4,485,114	$2,204,275	-	-
In-tract Infrastructure	12,192,002	11,454,623	737,379	-	-
Loan Repayment	104,671,136	3,110,250	2,681,250	$48,929,369	$49,950,267
Loan Interest/Fees	5,466,367	1,892,264	579,342	1,808,795	1,185,966
Direct Costs of Homes	43,218,887	1,305,790	4,443,220	18,873,267	18,596,610
Indirect Costs of Homes	27,390,154	8,656,450	2,282,622	8,684,872	7,766,210
Total Uses	**$215,627,935**	**$46,904,491**	**$12,928,088**	**$78,296,303**	**$77,499,053**
Net Cash Flow	**$34,149,162**	**$528,009**	**$6,571,604**	**$12,076,991**	**$14,972,558**

(1) Estimated as of August 10, 2023; actual amount may differ.
(2) Estimated total borrowings under the Western Alliance Land Loan and Revolver.
Source: The Developer.

VALUE OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. Integra Realty Resources, Sacramento, California (the "**Appraiser**") prepared an appraisal report, with a date of value of August 10, 2023 (the "**Appraisal**"). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties consist of all of the taxable property in the District, which is owned by the Developer and planned for development into 159 single-family residential units.

Value Estimates. The Appraisal provides a market value, in bulk, of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the 2023 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the market value (based on the hypothetical condition) of all the land in the District. The property appraised excludes property in the District designated for public and quasi-public purposes.

The value estimate for the appraised properties as of the August 10, 2023 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, is $26,290,000.

The bulk sale value represents the most probable price, in a sale of parcels within the District, to a single purchaser or sales to multiple buyers, over a reasonable absorption period discounted to present value.

Hypothetical Condition. The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2023 Bonds would be available to the Developer to reimburse for improvements already completed. The estimate of market value accounts for the impact of the lien of Special Taxes securing the 2023 Bonds.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value. See "APPENDIX B – THE APPRAISAL" for a description of certain assumptions made by the Appraiser. Because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Exposure Time. Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser's review of recent sales transactions for similar properties and its analysis of supply and

demand in the local land market, the Appraiser's opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

Marketing Time. Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

No assurance can be given that a sale of the property in bulk by the Developer could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the 2023 Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "–Overlapping Liens and Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "SPECIAL RISK FACTORS" herein.

Value to Special Tax Burden Ratios

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Developer or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

Appraised Value to Lien Ratios. The appraised value of all taxable property within the District is $26,290,000. The principal amount of direct and overlapping bonded debt in the District (including the 2023 Bonds) is $7,500,000*. Consequently, the estimated value of the taxable property within the District is approximately 3.51:1* times the principal amount of the direct and overlapping bonded debt. The following table sets forth the appraised value, maximum special tax, projected special tax levy tax and allocable District debt by value to lien ratio range categories.

Table 4
City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Average Value to Lien Ratio Categories

Village Number	Developed Parcels per RMA (1)	Total Taxable Units	Appraised Value (2)	FY 2024-25 Maximum Special Tax Per Unit	Maximum Annual Special Tax per Village	FY 2024-25 Estimated Special Tax Levy (3)	FY 2024-25 Percentage Share of Special Tax Levy	Total CFD Bond Lien (4) *	Value-to-Lien*
CG - 1	115	115	$19,551,000	$3,237	$372,219	$341,218	76.9%	$5,764,490	3.39:1
CG - 20	44	44	6,793,000	2,547	112,064	102,730	23.1	1,735,510	3.88:1
Totals	**159**	**159**	**$26,290,000**		**484,282**	**443,948**	**100.0%**	**7,500,000**	**3.51:1**

* Preliminary; subject to change.
(1) As per the RMA, Developed Parcels are parcels created by a recorded final map prior to May 1 of each year. Final maps are expected to be recorded as of this date.
(2) Provided by Integra Realty Resources, per Appraisal with a date of value of August 10, 2023.
(3) The special tax levy includes debt service requirements and annual CFD administration costs. The estimated adjusted debt service for calendar year 2025 is $434,263. A 2-percent special tax levy is added to debt service requirements for special tax administration for a CFD administration requirement of $9,496. The total special tax levy required for FY 2024-25 is $441,142. There will be 159 parcels defined as Developed Parcels for FY 2024-25.
(4) Provided by Underwriter.
Source: Economic & Planning Systems; Underwriter.

No History of Special Tax Collections

Fiscal Year 2023-24 will be the first year in which the Special Tax is levied in the District.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to Fiscal Year 2023-24 special taxes authorized to be levied on behalf of the City's Sierra Vista Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for public and municipal services, which districts provide for escalating annual special taxes on residential property. The Fiscal Year 2023-24 annual maximum tax is $285.54 per lot (LDR and MDR units) for CFD No. 2 and the Fiscal Year 2023-24 annual maximum tax will not exceed $528.35 per lot (LDR) / $308.97 per lot (MDR) for CFD No. 3; the CFD No. 2 tax rates are subject to annual escalation of 4%; the CFD No. 3 tax rates are subject to annual escalation up to 4% depending on the City's public safety budget each year.

There can be no assurance that the Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Developer.

Private liens, such as deeds of trust securing loans obtained by the Developer, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Table 5
City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Summary of Overlapping Debt
As of November 1, 2022

2022-23 Assessed Valuation: $169,175

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 11/1/22	
Sierra Joint Community College District SFID No. 4 General Obligation Bonds	0.0002%	$ 295	
Center Joint Unified School District General Obligation Bonds	0.0048%	4,309	
City of Roseville Torrente at Sierra Vista CFD No. 1	**100.000**	**0**	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$4,604	
OVERLAPPING GENERAL FUND DEBT:			
Placer County Certificates of Participation	0.0002%	$147	
Placer County Office of Education Certificates of Participation	0.0002	0	
Sierra Joint Community College District Certificates of Participation	0.0001	1	
City of Roseville Certificates of Participation	0.0006	95	
Placer County Mosquito and Vector Control District Certificates of Participation	0.0002	3	
TOTAL OVERLAPPING GENERAL FUND DEBT		$246	
COMBINED TOTAL DEBT		$4,850	(2)

Ratios to 2022-23 Assessed Valuation:

Direct Debt ($0)	**0.00%**
Total Direct and Overlapping Tax and Assessment Debt	2.72%
Combined Total Debt	2.87%

(1) Excludes Bonds to be sold.
(2) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Estimated Tax Burden on Single-Family Home

Based on estimated sales prices for the MDR and LDR homes shown in the Appraisal, the projected overall tax burden for the homes planned for the District will be approximately 1.73% (MDR) and 1.76% (LDR), as shown in the following table. This is an average and the projected overall tax burden for individual homes will vary from this average.

Table 6
City of Roseville
Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)
Projected Overall Tax Burden for Single-Family Residential Parcels
Fiscal Year 2023-24

Item	Assumption	LDR	MDR
Estimated Average Home Price [1]		**$655,000**	**$570,000**
Homeowner's Exemption		(7,000)	(7,000)
Estimated Assessed Value		**648,000**	**563,000**
Ad Valorem Property Taxes (TRA 005-070) [2]	**FY 2022/23**		
General Ad Valorem	1.0000%	6,480	5,630
Sierra College SFID #4 GO Bond 2018 Series A	0.0024%	16	14
Sierra College SFID #4 GO Bond 2018 Series B	0.0162%	105	91
Center Joint Unif B&I	0.1041%	675	586
Center Joint Unif B&I 2008 Series 2020A	0.0070%	45	39
Center Joint Unif B&I 2008 Series 2020A Refunding	0.0307%	199	173
Center Joint Unif B&I 2008 Series 2020B Refunding	0.0022%	14	12
Center Joint Unif B&I 2008 Series 2021B Refunding	0.0100%	65	56
Subtotal Ad Valorem Property Taxes	**1.1726%**	**7,598**	**6,602**
Direct Charges and Assessments			
City of Roseville CFD No. 1 (Public Facilities) [3]		3,111	2,448
City of Roseville CFD No. 2 (Public Services) [4]		261	261
City of Roseville CFD No. 3 (Municipal Services) [5]		508	508
Placer Mosquito & Vector Control		31	31
Subtotal Direct Charges and Assessments		**3,911**	**3,248**
Total Ad Valorem Property Taxes and Direct Charges		**11,509**	**9,850**
Overall Tax Burden		**1.76%**	**1.73%**

(1) Provided by Integra Realty Resources, dated August 10, 2023.
(2) Ad Valorem tax rates based on FY 2022-23.
(3) CFD No. 1 special tax is escalated to FY 2022-23 maximum special tax rates per unit.
(4) Based upon Maximum Annual Special Tax for parcels in CFD No. 2 for FY 2022-23.
(5) CFD escalated to FY 2022-23 maximum special tax rates.
Source: County of Placer; City of Roseville; EPS.

SPECIAL RISK FACTORS

The purchase of the 2023 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2023 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2023 Bonds. The 2023 Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2023 Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Concentration of Ownership

Land in the District is 100% owned by a single entity, the Developer. Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2023 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Developer or any future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District's obligations on the 2023 Bonds. For a description of the Developer, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." In that event, there could be a delay or failure in payments on the 2023 Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

Appraised Values

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or

to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the 2023 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the 2023 Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "– Appraised Values" above.

Neither the Underwriter nor the City has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the 2023 Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the 2023 Bonds in no way implies that the District, the Underwriter, or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the owners of the 2023 Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the 2023 Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the 2023 Bonds, prospective purchasers should evaluate the risks of noncompletion.

The Developer provides no assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. The Developer has no obligation to the City or to owners of the 2023 Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

With respect to development financing risk, the Developer's current financing for development of the property within the District (referred to herein as the Western Alliance Revolver) is currently scheduled to mature, which requires repayment in full, in June 2025. See "OWNERHSIP OF PROPERTY WITHIN THE DISTRICT – Estimate Cost of the Development."

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area for landslides, floods, wildfires or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could

be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Drought. California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in the District would not result in decreased values.

The Developer and the City indicate that the existing Development Agreement protects the Developer's ability to access water for the project through an agreed upon water allocation. Further, the City indicates it has adequate surface water and groundwater supplies to meet the allocation for all three phases of development in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the Torrente at Sierra Vista property in restricting development activity. In turn, the anticipated diversity of land ownership within the District could also be reduced, making the owners of the 2023 Bonds more dependent upon the Developer's or other owners of undeveloped land timely payment of the Special Taxes levied on undeveloped property. Furthermore, such an increased period of concentrated ownership of undeveloped land increases the potential negative impact of any bankruptcy or other financial difficulties experienced by the Developer or successor owners. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act

of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Levy and Collection of Special Taxes

General. The principal source of payment of principal of and interest on the 2023 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Special Tax Rate. The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Rate and Method. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2023 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Rate and Method, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities

district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2023 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Rate and Method is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the 2023 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "– Tax Delinquencies" below. There is currently no history of tax levies in the District.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2023 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

FDIC/Federal Government Interests in Properties

General. The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**"), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Bankruptcy and Foreclosure Delays

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2023 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency,

reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2023 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund established for the 2023 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2023 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2023 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "Bankruptcy Reform Act") passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the

Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term *"ad valorem* taxes."

Parity Taxes and Special Assessments; Private Debt

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Sierra Vista Community Facilities District No. 2 (Public Services) and the City's Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See "VALUE OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home."

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2023 Bonds. The principal of and interest on the 2023 Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured

by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy and Foreclosure Delays" above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. Property owners may also elect to finance improvements to their homes through Property Assessed Clean Energy (PACE) financings, which are secured by assessment district liens. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

Tax Delinquencies

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2023 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2023 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2023 Bonds. If funds in the 2023 Reserve Account of the Reserve Fund for the 2023 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2023 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2023 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

No Acceleration Provisions

The 2023 Bonds do not contain a provision allowing for the acceleration of the 2023 Bonds in the event of a payment default or other default under the terms of the 2023 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a 2023 Bond holder is given the right for the equal benefit and protection of all 2023 Bond holders similarly situated to pursue certain remedies. So long as the 2023 Bonds are in book-entry form, DTC will be the sole 2023 Bond holder and will be entitled to exercise all rights and remedies of 2023 Bond holders.

Ballot Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See "–Property Values and Property Development – Land Development" above. See also "–Voter Initiatives" below.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2023 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act". Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the

electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the 2023 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Pandemic Diseases

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. Pandemic diseases arising in the future could have significant adverse health and financial impacts throughout the world, leading to loss of jobs and personal financial hardships, and/or actions by federal, State and local governmental authorities to contain or mitigate the effects of an outbreak.

Taxpayer assistance measures may include deferral of due dates of property taxes, which was an assistance program during the COVID-19 pandemic, and with or without a deferral some taxpayers may be unable to make their property and Special Tax payments. No assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes. In addition, home values may be affected by a reduction in demand stemming from personal finances, or general widespread economic circumstances resulting from pandemic diseases.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the 2023 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2023 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within the District, including the Developer and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the 2023 Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement

following the receipt of the prepayment. The resulting redemption of 2023 Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such 2023 Bonds.

CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIIIA of the California Constitution, commonly known as "**Proposition 13**," provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," which is defined as the County Assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIIIA exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIIIA requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIIIA of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIIIB of the State Constitution. Article XIIIB prohibits government agencies and the State from spending "appropriations subject to limitation" in excess of the appropriations limits imposed. "Appropriations subject to limitation" are authorizations to spend "proceeds of taxes," which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not "proceeds of taxes" such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the 2023 Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2022-23 fiscal year (due April 1, 2024) and to provide notices of the occurrence of certain enumerated events.

The Developer has also covenanted for the benefit of owners of the 2023 Bonds to provide certain financial information and operating data relating to the property it or its affiliates owns in the District by not later than April 1st and October 1st of each year, beginning with the report due April 1, 2024 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. The obligation of Anthem United to provide such information is in effect only so long as Anthem United and its affiliates, or their successors, are collectively responsible for 20% or more of the Special Taxes, as described in the Developer Periodic Reports and Anthem United' undertaking includes a provision that if a portion of Anthem United' property which is responsible for such 20% is sold, the reporting obligation may be assumed by the new owner and Anthem United' obligations with respect to such property will be terminated, or if not so assumed, Anthem United is to report such required information, as applicable to the transferee.

The City Annual Report and the Developer Periodic Reports and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City and Anthem United is summarized in "APPENDIX E — FORM OF CONTINUING DISCLOSURE UNDERTAKINGS."

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

(1) The Annual Report for Fiscal Year 2019-20 for one series of the City's outstanding bonds did not initially fulfill all content requirements; a remedial filing was done approximately 3 months later.

(2) For its Annual Report for Fiscal Year 2021-22, while the City filed unaudited financial statements and then its audited financial statements when available, the unaudited financial statements were not timely filed with respect to certain bond issues.

(3) The City has not in a timely manner filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying rates for such obligations. However, the City has submitted all undisclosed significant event notices of changes in ratings occurring during the last five years on all currently outstanding obligations.

The City believes it has made corrective filings to address the known instances during the last five years of past delayed or failure to file annual reports, omissions of required information and/or rating changes to be filed under its prior continuing disclosure undertakings.

While the Developer has not previously entered into a continuing disclosure undertaking, (i) an affiliate of the Developer through common control has previously entered into a continuing disclosure undertaking under the Rule and has not failed to comply with such obligations during the

last five years and (ii) an affiliate of the Developer through common control will enter into a continuing disclosure undertaking for a project in Placer County, but the obligations thereunder have not yet arisen.

UNDERWRITING

The 2023 Bonds were purchased through negotiation by Stifel, Nicholas & Company, Incorporated, as underwriter (the "**Underwriter**"). The Underwriter agreed to purchase the 2023 Bonds at a price of $_____ (which is equal to the par amount of the 2023 Bonds, plus/less an original issue premium/discount of $_____ and less the Underwriter's discount of $_____). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2023 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the 2023 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the 2023 Bonds.

LEGAL OPINION

The validity of the 2023 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2023 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2023 Bonds.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2023 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the 2023 Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2023 Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2023 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2023 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2023 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2023 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2023 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2023 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2023 Bonds who purchase the 2023 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2023 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2023 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such 2023 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2023 Bond (said term being the shorter of the 2023 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2023 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2023 Bond is amortized each year over the term to maturity of the 2023 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized 2023 Bond premium is not deductible for federal income tax purposes. Owners of premium 2023 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2023 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2023 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2023 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2023 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment

of interest on the 2023 Bonds, or as to the consequences of owning or receiving interest on the 2023 Bonds, as of any future date. Prospective purchasers of the 2023 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2023 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2023 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2023 Bonds, the ownership, sale or disposition of the 2023 Bonds, or the amount, accrual or receipt of interest on the 2023 Bonds.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the 2023 Bonds and does not contemplate applying for a rating.

NO LITIGATION

At the time of delivery of and payment for the 2023 Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the 2023 Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the 2023 Bonds, or in any way contesting or affecting the validity or enforceability of the 2023 Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the 2023 Bonds or any action of the City contemplated by any of said documents.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____

Assistant City Manager/
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

THE APPRAISAL

APPENDIX C

THE CITY OF ROSEVILLE AND PLACER COUNTY

*The District is located in the City of Roseville (the "**City**"), which is located in southwestern Placer County (the "**County**"), California (the "**State**"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2023 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.*

General

The City is located in Placer County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2023 was approximately 152,928.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golfland-SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES
City, County and State
Calendar Years 2019 through 2023, as of January 1

Year	City of Roseville	Placer County	State of California
2019	141,097	395,345	39,605,361
2020	143,493	399,015	39,648,938
2021	148,736	406,688	39,286,510
2022	151,450	409,441	39,078,674
2023	152,928	410,305	38,940,231

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("**EBI**") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2019 through 2023

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2019	City of Roseville	$4,981,208	$75,784
	Placer County	14,736,480	74,797
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Roseville	$4,834,974	$72,395
	Placer County	14,333,583	72,431
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Roseville	$4,126,395	$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2022	City of Roseville	$6,165,433	$87,539
	Placer County	18,491,490	88,051
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Roseville	$6,996,310	$92,853
	Placer County	19,349,979	91,862
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326

Source: Claritas, LLC.

Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 4.4 percent in June 2023, up from a revised 4.0 percent in May 2023, and above the year-ago estimate of 3.7 percent. This compares with an unadjusted unemployment rate of 4.9 percent for California and 3.8 percent for the nation during the same period. The unemployment rate was 3.9 percent in El Dorado County, 3.8 percent in Placer County, 4.5 percent in Sacramento County, and 4.8 percent in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2018 through 2022.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	2018	2019	2020	2021	2022
Civilian Labor Force (1)	1,088,500	1,101,200	1,095,600	1,107,800	1,124,500
Employment	1,047,200	1,061,100	998,400	1,036,700	1,082,500
Unemployment	41,200	40,100	97,200	71,100	42,000
Unemployment Rate	3.8%	3.6%	8.9%	6.4%	3.7%
Wage and Salary Employment (2)					
Agriculture	9,100	8,700	8,300	9,000	8,600
Mining and Logging	400	500	500	500	500
Construction	64,500	69,400	70,200	74,900	76,800
Manufacturing	36,000	36,800	36,100	37,700	40,300
Wholesale Trade	28,400	28,600	26,600	26,900	28,300
Retail Trade	102,000	100,500	95,100	101,600	100,800
Transportation, Warehousing and Utilities	29,500	32,200	34,300	37,500	40,500
Information	12,400	11,900	10,200	10,100	10,500
Finance and Insurance	36,700	35,200	34,800	34,100	33,200
Real Estate and Rental and Leasing	16,800	17,300	16,900	17,700	19,100
Professional and Business Services	136,000	137,300	133,500	140,600	147,500
Educational and Health Services	159,800	166,600	164,000	168,800	175,400
Leisure and Hospitality	106,200	109,600	83,900	93,600	108,700
Other Services	34,200	35,400	31,000	33,300	36,100
Federal Government	14,100	14,200	14,800	14,500	14,300
State Government	120,400	121,900	121,700	127,300	128,700
Local Government	103,500	105,300	98,900	98,400	102,900
Total, All Industries (3)	1,009,900	1,031,300	980,700	1,025,400	1,072,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Major Employers

The following table lists the major employers within the County, in alphabetical order.

MAJOR EMPLOYERS
Placer County
(In Alphabetical Order)
August 2023

Employer Name	Location	Industry
Backyard Bar & BBQ	Truckee	Restaurants
City of Roseville	Roseville	Alternative Fuels
City of Roseville California	Roseville	Government Offices-City/Village & Twp
Costco Wholesale	Roseville	Wholesale Clubs
Golfland Sunsplash Roseville	Roseville	Golf Courses-Miniature
Kaiser Permanente Roseville MD	Roseville	Hospitals
Northstar California	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Palisades Tahoe-Alpine Meadows	Alpine Meadows	Skiing Centers & Resorts
Placer County Fire Dept	Auburn	Government Offices-County
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County Sheriff	Auburn	Government Offices-County
Placer County Sheriff Dept	Tahoe City	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Olympic Valley	Hotels & Motels
Roseville Toyota	Roseville	Automobile Dealers-New Cars
Sheriff's Training	Auburn	Government Offices-County
Sierra Joint Cmnty Clg Dist	Rocklin	School Districts
Stagg Howard A Pro Corp	Roseville	Attorneys
Sutter Auburn Faith Hospital	Auburn	Hospitals
Sutter Roseville Med Ctr Fndtn	Roseville	Hospitals
TASQ Technology	Roseville	Importers (whls)
Thunder Valley Casino	Lincoln	Casinos
Union Pacific Railroad Co	Roseville	Railroads
Walmart Supercenter	Roseville	Department Stores

Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2023 2nd Edition.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2022.

PRINCIPAL EMPLOYERS
City of Roseville
As of June 30, 2022

Employer	Number of Employees
The Kaiser Permanente Medical Group & Foundation Group	5,900
PRIDE Industries	5,342
Sutter Roseville Medical Group	3,361
Adventist Health	1,500
City of Roseville	1,277
Union Pacific Railroad Company	1,150
Roseville City School District	1,133
Roseville Joint Union High School	1,005
Penumbra	600
Consolidated Communications	507
Total – Top Ten	21,865
Total City-Wide Employment	92,281

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2021-22.

Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2018 through 2022.

BUILDING PERMIT VALUATION
City of Roseville
(Valuation in Thousands of Dollars)

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$220,813.8	$265,615.3	$322,748.5	$467,676.3	$420,490.6
New Multi-family	0.0	6,855.8	46,469.0	0.0	1,552.1
Res. Alterations/Additions	8,598.7	16,133.8	5,126.3	39,648.3	5,529.1
Total Residential	$229,412.5	$288,604.9	$374,343.8	$507,324.6	$427,571.8
New Commercial	$21,072.5	$24,136.7	$23,230.8	$16,627.7	$40,882.5
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	11,541.4	9,358.1	12,610.6	12,351.9	7,312.1
Com. Alterations/Additions	38,098.5	46,155.6	24,553.9	29,192.0	42,938.9
Total Nonresidential	$70,712.4	$79,650.40	$60,395.3	$58,171.6	$91,133.5
New Dwelling Units					
Single-Family	806	1,001	1,226	1,860	1,618
Multiple Family	0	65	372	0	18
Total New Dwelling Units	806	1,066	1,598	1860	1,636

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2022-23 assessment roll totaled $97,541,982,154 as compared to the prior year's assessment roll of $89,326,713,518, which reflected a 9.20% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2018 through 2022. Annual figures are not yet available for 2023.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$696,737.4	$693,647.7	$827,822.1	$1,323,114.6	$1,193,148.4
New Multi-family	23,384.7	7,896.7	72,442.8	11,183.1	40,312.6
Res. Alterations/Additions	99,341.6	86,964.2	52,440.8	107,613.1	82,331.3
Total Residential	$819,463.7	$788,508.6	$952,705.7	$1,441,910.8	$1,315,792.3
New Commercial	$90,424.4	$73,609.7	$58,855.0	$52,238.1	$105,124.2
New Industrial	7,956.4	268.7	25.0	1,155.5	0.0
New Other	68,208.3	110,951.1	76,576.0	73,032.7	116,224.1
Com. Alterations/Additions	84,271.0	78,159.7	49,149.7	58,371.2	80,371.0
Total Nonresidential	$250,860.1	$262,989.2	$184,605.7	$184,797.5	$301,719.3
New Dwelling Units					
Single-Family	1,963	2,080	2,552	4,176	3,701
Multiple Family	19	71	540	66	351
Total New Dwelling Units	1,982	2,151	3,092	4,242	4,052

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables.

The total taxable sales during the first quarter of calendar year 2023 in the City were reported to be $1,348,494,934, a 3.16% decrease in the total taxable sales of $1,392,430,779 reported during the calendar year 2022.

TAXABLE TRANSACTIONS
City of Roseville
Calendar Years 2018 through 2022
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	3,705	$4,048,870	5,393	$4,767,160
2019	3,748	4,021,058	5,578	4,889,702
2020	3,912	3,692,180	5,968	4,425,817
2021	3,623	4,800,774	5,602	5,618,718
2022	3,676	5,039,926	5,847	5,934,936

Source: State Department of Tax and Fee Administration

The total taxable sales during the first quarter of calendar year 2023 in the County were reported to be $2,975,118,499, a 4.98% decrease in the total taxable sales of $3,130,904,685 reported during calendar year 2022.

TAXABLE TRANSACTIONS
Placer County
Calendar Years 2018 through 2022
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	8,717	$7,724,326	13,794	$9,909,906
2019	8,771	7,943,537	14,193	10,341,805
2020	9,165	7,931,068	15,141	10,319,123
2021	8,130	9,627,064	13,720	12,632,960
2022	8,201	10,051,067	14,163	13,351,487

Source: State Department of Tax and Fee Administration.

Transportation

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

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

OPINION: $_____ City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the "City") in connection with the issuance by the City of the $_____ City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of October 1, 2023 (the "Fiscal Agent Agreement"), by and between the City, on behalf of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities), and U.S. Bank Trust Company, National Association, as fiscal agent. We have examined the law and such certified proceedings, opinions, and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

Interest on the Bonds may be subject to the corporate alternative minimum tax. We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or any court; rather, our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE
(City)

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") dated as of October ___, 2023, is executed and delivered by the CITY OF ROSEVILLE (the "City") in connection with the execution and delivery of its City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of October 1, 2023 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Annual Report Date" means the date that is nine months after the end of the City's fiscal year (currently April 1 based on the City's fiscal year end of June 30).

"Dissemination Agent" means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2024, with the report for the 2022-23 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice to that effect.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in the improvement fund.

(iii) (a) Balance in 2023 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the 2023 Bonds; and statement of projected draws on the 2023 Reserve Account of the Reserve Fund, if any; and (b) balance in any debt service reserve fund or account established in connection with any other issue of bonds of City of Roseville Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) and statement of the reserve requirement for such other bonds; and statement of projected draws on any other such debt service reserve fund or account, if any.

(iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(vi) The Special Tax levy.

(vii) Notwithstanding the September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status to the extent shown in City records, land use classification, assessed value (land and improvements).

(x) Debt service coverage.

(ix) The total Special Tax levy and Maximum Special Tax for Developed Property, Small Lot Tentative Map Property, Large Lot Property and Undeveloped Property (all as defined in the Rate and Method of Apportionment) together with the allocable debt of the CFD Bonds and most recently available assessed values for each category.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
Name:
Title:

WILLDAN FINANCIAL SERVICES, as Dissemination Agent

By: _____
Name:
Title:

FORM OF CONTINUING DISCLOSURE CERTIFICATE
(Developer)

THIS CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Certificate") dated as of October ___, 2023, is executed by Anthem United Torrente Homes Limited Partnership, a Washington limited partnership (the "Developer") in connection with the execution and delivery by the City of Roseville of its City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of October 1, 2023 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

"Assumption Agreement" means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to the District), whereby such Major Owner or Affiliate agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Affiliates and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

"Dissemination Agent" means, the Developer, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Fiscal Agent a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"Major Owner" means, as of any Report Date, an owner of land in the District that is responsible in the aggregate for 20% or more of the Special Taxes in the District anticipated to be levied at any time during the then-current fiscal year.

"MSRB" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means Stifel, Nicholas & Company, Incorporated, the original Underwriter of the Bonds.

"Periodic Report" means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Property" means the property owned by the Developer in the District.

"Report Date" means April 1 and October 1 of any fiscal year.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Special Taxes" means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Periodic Reports.

(a) The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing October 1, 2024, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate. The Dissemination Agent, the Fiscal Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB in substantially the form prescribed by the MSRB, with a copy to the City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. The Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit A relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit A, the Developer's Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) The Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the Fiscal Agent, the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as property owned by the Developer is no longer responsible for payment of 20% or more of the Special Taxes, or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property, or

(iv) the date on which (A) the Developer has completed construction of all buildings to be constructed within property it owns in the District and (B) each such building constructed by the Developer and intended for lease by the Developer has been, since completion of construction, at least 80% occupied at one time or another, if applicable.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property in the District owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement in form and substance reasonably satisfactory to the City and the Participating Underwriter. If not so assumed, the Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement, with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Fiscal Agent shall (upon written direction and only to the extent indemnified to its satisfaction from any liability, cost or expense, including fees and expenses of its attorneys), and the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information

provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Fiscal Agent, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Developer	Anthem United Torrente Homes Limited Partnership _____ _____ Attn: _____
To the Issuer/City:	City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: CFD Administrator
To the Participating Underwriter:	Stifel, Nicholas & Company, Incorporated _____ _____ Attn: _____

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

Anthem United Torrente Homes Limited Partnership

By: _____
Name:
Title:

EXHIBIT A

PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated October ___, 2023, executed by the undersigned (the "Developer") in connection with the issuance of the above-captioned bonds by the City of Roseville (the "City") with respect to its City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date of this Periodic Report).

A. Property currently owned by the Developer in the District (the "Property"):

Development name: _____

Number of lots (acreage): _____

B. Status of land development or construction activities:

_____

_____

C. Status of building permits and any significant amendments to land use or development entitlements:

_____

_____

D. Aggregate property sold, optioned or leased by the Developer to end users or merchant builders:

	Since the Date of Issuance of the Bonds		Since the Last Periodic Report	
	Acres*	____	Acres*	____
	Lots	____	Lots	____
	Bldg. Sq. Ft.	____	Bldg. Sq. Ft.	____

* For bulk land sales only (excluding sales of finished lots or completed buildings).

E. Status of any land purchase contracts with regard to the Property, whether acquisition of land in the District by the Developer or sales of land in the District to other property

owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

_____

_____

F. With respect to occupied buildings owned and leased by Developer, (i) occupancy percentage and (ii) a rent roll consisting solely of (A) term of lease and (B) number of square feet subject to the lease, if applicable.

_____

_____

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

_____

_____

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

_____

_____

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading " OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

_____

_____

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

_____

_____

Certification

The undersigned Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated:_____

[Anthem United Torrente Homes Limited Partnership]

By: _____
_____
_____

[Insert Appendix F – Summary of Legals]

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2023 Bonds, payment of principal, interest and other payments on the 2023 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

$_____
CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

BOND PURCHASE AGREEMENT

_____, 2023

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of the Underwriter, offers to enter into this Bond Purchase Agreement (the "**Purchase Agreement**") with the City of Roseville, California (the "**City**") acting on behalf of Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the "**Bonds**") in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be

dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing March 1, 2024) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as in, the Fiscal Agent Agreement dated as of October 1, 2023 ("**Fiscal Agent Agreement**"), each by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**"), approved by a resolution adopted by the City Council of the City (the "**City Council**"), acting as the legislative body of the District, on _____, 2023 (the "**Resolution of Issuance**"). The Bonds and interest thereon will be payable from a special tax (the "**Special Tax**") levied and collected on the taxable land within the District in accordance with a Resolution of Intention adopted by the City Council on September 15, 2021, and a Resolution of Formation adopted by the City Council on November 3, 2021 (together with the Resolution of Intention, the "**Resolution of Formation**"). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the "**Law**"), to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the Bonds, (iii) provide capitalized interest for debt service due on the Bonds through September 1, 2024, and (iv) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation, and Ordinance No. _____, adopted by the City Council on _____, 20__, are collectively referred to herein as the "**District Resolutions**."

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the "**City Certificate**"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2023 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "**Preliminary Official Statement**"), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("**Rule 15c2-12**"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the "**Official Statement**")), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the "**City Disclosure Certificate**"), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the "**MSRB**") through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2023 , or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "**Closing Date**"), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation, as bond counsel to the City ("**Bond Counsel**"), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A "**bona fide public offering**" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an "**issue price**" or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor, First Southwest, a Division of Hilltop Securities Inc. (the "**Municipal Advisor**") and any notice or report to be provided to the City may be provided to the City's Municipal Advisor.

(c) Except as otherwise set forth in Exhibit A, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**"), identified under the column "10% Test Used" in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this

section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(e) The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(f) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(g) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(h) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "**public**" means any person other than an underwriter or a related party;

(2) "**underwriter**" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public

(including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "**sale date**" means the date of execution of this Purchase Agreement by all parties.

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the "**State**") and has duly authorized the formation of the District pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the "**Notice of Special Tax Lien**") (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the "**Formation Documents**"). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the "**District Documents**") and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law elections within the District to approve the levy of the Special Tax within the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within the District securing the payment of the Special Tax, (iii) authorized and approved the execution,

delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City's knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in

furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "**end of the underwriting period**" means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period."

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the "Blue Sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions "THE BONDS — Description of the Bonds" as they relate to DTC and the Book-Entry Only System, "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and in Appendix G thereto, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than under the captions "THE BONDS — Description of the Bonds" as they relate to DTC and the Book-Entry Only System, "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and in Appendix G thereto, as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City

contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth, a Professional Corporation ("**Stradling**"), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "**SEC**"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal

Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within the District or which order, in the reasonable opinion of the Underwriter, otherwise

materially and adversely affects proposed development of property within the District;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 2(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City ("**Disclosure Counsel**"), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel's attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(6) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(7) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof

contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(8) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California and the District is duly organized and validly existing as a community facilities district under the laws of the State of California, and the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iii) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (iv) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (v) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(9) One or more certificates dated the Closing Date from Willdan Financial Services (the "**Special Tax Consultant**") addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for the District) of Taxable Property in the District less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for the District) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds and the Parity

Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(10) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(11) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(12) A Letter of Representations of Anthem United Torrente Homes Limited Partnership, a Washington limited partnership (the "**Developer**") dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto or as such letter of representations may be modified with the approval of the Underwriter and Stradling;

(13) A Closing Certificate of the Developer dated the Closing Date, substantially in the form attached as Exhibit E hereto or as such certificate may be modified with the approval of the Underwriter and Stradling;

(14) A continuing disclosure certificate executed by the Developer in the form attached in Appendix E to the Preliminary Official Statement (the "**Developer Continuing Disclosure Certificate**");

(15) One or more opinions of counsel to the Developer addressed to the District and the Underwriter to the effect that (i) the Developer is a Washington limited partnership, duly organized and existing under the laws of the State of Washington and qualified to do business in the State and (ii) except as set forth in the Official Statement, there is no litigation pending against the Developer (with service of process to the Developer having been duly given and completed) or overtly threatened against the Developer which would materially and adversely affect the validity or enforceability of the Developer Continuing Disclosure Certificate executed by the Developer or the Developer's ability to pay the Special Taxes when due, and a negative assurance letter of counsel to the Developer, dated the Closing Date and substantially in the form attached as Exhibit F hereto, or as such letter may be modified with the approval of the Underwriter and Stradling;

(16) G-17 letter from the Underwriter acknowledged by the City;

(17) A certificate from Integra Realty Resources (the "**Appraiser**") consenting to the inclusion of their appraisal report (the "**Appraisal**") in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made,

not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(18) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Special Tax Administrator, the Fiscal Agent, Bond Counsel, Disclosure Counsel and Lumesis and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Eileen Gallagher, Managing Director.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By: _____
Managing Director

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and on behalf of the City's Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities)

By: _____
Assistant City Manager/Chief Financial Officer

Time: _____ p.m.

EXHIBIT A

MATURITY SCHEDULE

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*10% Test Used*	*Hold the Offering Price Used*

[C] Priced to the optional redemption date of September 1, 20__ at _____%.
[T] Term Bond.

The purchase price of the Bonds shall be $_____, which is the principal amount thereof ($_____) [plus/less] [net] original issue [premium/discount] of $_____ and less underwriter's discount of $_____.

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20__ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
Any Interest Payment Date through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__ are subject to mandatory sinking payment redemption in part on September 1, 20__, September 1, 20__, September 1, 20__ and September 1, 20__ respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments
(maturity)	

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments

(maturity)

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments

(maturity)

Term Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	Sinking Fund Payments

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Term Bonds.

EXHIBIT B

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Assistant City Manager/Chief Financial Officer of the City of Roseville, California (the "City"), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2023 (the "Bonds") in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule");

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2023 setting forth information concerning the Bonds and the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "Preliminary Official Statement"); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term "Permitted Omissions" refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2023.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Assistant City Manager/Chief Financial Officer

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Reserve Fund.***

The deposit to the Reserve Fund required to bring the amount on deposit therein to the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of October 1, 2023, by and between the City and U.S. Bank Trust Company, National Association, as fiscal agent, pursuant to which the Bonds are being issued) was vital to the marketing of the Bonds at the initial offering prices and reasonably required to assure payment of debt service on the Bonds.

3. ***Defined Terms***.

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) Issuer means the City of Roseville.

(c) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) Underwriter means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____

Name: _____

By: _____

Name: _____

Dated: _____, 2023

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

EXHIBIT D

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

LETTER OF REPRESENTATIONS OF ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP

_____, 2023

In connection with the issuance and sale of the above-captioned bonds (the "**Bonds**"), and pursuant to Section 4(d)(12) of the Bond Purchase Agreement (the "**Bond Purchase Agreement**") to be executed by and between City of Roseville, California (the "**City**"), for and on behalf of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**"), and Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), Anthem United Torrente Homes Limited Partnership, a Washington limited partnership (the "**Developer**"), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof as set forth herein. Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

1. The Developer is duly organized and validly existing under the laws of the State of Washington and has all requisite right, power, and authority to: (i) execute and deliver this Letter of Representations of Anthem United Torrente Homes Limited Partnership (the "**Letter of Representations**") and the Developer Continuing Disclosure Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, the property within the District is held in the name of the Developer (herein, the "**Property**"). The undersigned, on behalf of the Developer, make the representations herein with respect to all such Property.

3. The Developer has, or will have prior to the Closing, duly authorized the execution and delivery of the Developer Continuing Disclosure Certificate at the Closing and the performance by the Developer of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,[1] (a) the Developer and its Affiliates,[2] are not in breach of or in default under any

[1] "**Actual Knowledge of the Undersigned**" means the actual (as opposed to constructive) knowledge that the individuals signing on behalf of the Developer currently have as of the date of this Letter of Representations or have obtained through: (i) interviews with such current officers and responsible employees of the Developer and its Affiliates as the undersigned have determined are reasonably likely, in the ordinary course of their respective duties, to have knowledge of the matters that are set forth in this Letter of Representations; and/or (ii) review of documents that were reasonably available to the undersigned and which the undersigned have reasonably deemed necessary in order for the undersigned to obtain knowledge of the matters that are set forth in this Letter of Representations. The undersigned have not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations. Officers and employees no longer working for the Developer or its Affiliates have not been contacted.

applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond, or note (collectively, the "**Material Agreements**") to which the Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Developer or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Developer nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax due with respect to the Property (to the extent the responsibility of the Developer) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Developer or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Developer) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, its Affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth under the captions entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "SPECIAL RISK FACTORS—Property Values and Property Development—*Drought*" and "*—Endangered and Threatened Species*," and "CONTINUING DISCLOSURE" (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Developer), is true

[2] "**Affiliate**" means, with respect to the Developer, any other Person: (i) who directly, or indirectly through one or more intermediaries, is currently controlling, controlled by, or under common control with the Developer; and (ii) for whom information, including financial information or operating data, concerning such Person is material to potential investors in their evaluation of the Property and investment decision regarding the Bonds (i.e., information relevant to: (a) the Developer's development plans with respect to the Property and ability to pay the Special Tax on the Property prior to delinquency; or (b) such Person's assets or funds that would materially affect the Developer's ability to develop the Property as described in the Preliminary Official Statement or to pay the Special Tax on the Property prior to delinquency). "**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision thereof. For purposes hereof, the term "**control**" (including the terms "**controlling**," "**controlled by**" or "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

8. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying the Special Tax within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Developer or any Affiliate in any way from bringing any other action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate, Method of Apportionment, and Manner of Collection of Special Tax pursuant to which the Special Tax is levied, (b) an action or suit with respect to the application or use of the Special Tax levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Developer or its Affiliates, the City, and/or the District or to which the Developer or its Affiliates is a party or beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Developer has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Developer during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced in a court of law against the Developer.

11. The Developer intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Developer, and except as disclosed in the Preliminary Official Statement including in the sections entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," to the Actual Knowledge of the Undersigned, the Developer currently expects that it will have sufficient funds and/or sources of funds to develop the Property as described in the Preliminary Official Statement and to pay the Special Tax (to the extent the responsibility of the Developer) levied against the Property prior to delinquency. The Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "**Indemnified Party**" and together, the "**Indemnified Parties**"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "**Claims**") incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Developer of a material fact contained in the information described in Paragraph 7 above (and subject to the limitations and exclusions set forth in Paragraph 7), as of the date of the Preliminary Official Statement, or the omission by the Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any Indemnified Party, provided that in no event shall the Developer be obligated for double indemnification. Further, in no event shall the Developer's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Developer in writing; provided that the failure to notify the Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph unless such liability was also conditioned upon such notice. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Developer thereof, the Developer shall retain counsel reasonably satisfactory to the Indemnified Party (who may be counsel to the Developer) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Developer such that a material conflict of interest exists for such counsel; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest

between them. It is understood and agreed that the Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Developer shall not be liable for any settlement of any proceeding effected without its written consent. The Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date, to the Actual Knowledge of the Undersigned, any event relating to or affecting the Developer, its Affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur which the undersigned believe would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 7 hereof (and subject to the limitations and exclusions set forth in Paragraph 7), to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. On behalf of the Developer, we have reviewed the contents of this Certificate and have met with counsel to the Developer for the purpose of discussing the meaning of its contents.

The undersigned have executed this Letter of Representations solely in their capacity as authorized representatives of the Developer and they will have no personal liability arising from or relating to this Letter of Representations.

ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP,
a Washington limited partnership

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT E

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

CLOSING CERTIFICATE OF ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP

_____, 2023

In connection with the issuance and sale of the above-captioned bonds (the "**Bonds**"), and pursuant to Section 4(d)(13) of the Bond Purchase Agreement (the "**Bond Purchase Agreement**") to be executed by and between City of Roseville, California (the "**City**"), for and on behalf of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**"), and Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), Anthem United Torrente Homes Limited Partnership, a Washington limited partnership (the "**Developer**"), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof. Capitalized terms used herein that are not defined herein shall have the meanings ascribed to such terms in the Letter of Representations of Anthem United Torrente Homes Limited Partnership, dated _____, 2023 (the "**Letter of Representations**"), delivered by the Developer.

(1) The undersigned are duly authorized to execute this Closing Certificate of Anthem United Torrente Homes Limited Partnership (the "**Closing Certificate**") on behalf of the Developer.

(2) The Developer is duly authorized to execute, deliver and perform its Developer Continuing Disclosure Certificate.

(3) The Developer has duly executed and delivered the Developer Continuing Disclosure Certificate.

(4) Except as disclosed in the final Official Statement relating to the Bonds (the "**Final Official Statement**"), to the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Official Statement which has materially and adversely affected or is reasonably expected to materially and adversely affect the business, properties, operations or financial condition of the Developer.

(5) The representations and warranties made by the Developer in the Letter of Representations are true and correct in all material respects on and as of the date hereof, with the same effect as if made on the date hereof, except that all references to the Preliminary Official Statement in the Letter of Representations shall be deemed references to the Final Official Statement.

(6) For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement to mean the Closing Date, if any event relating to or affecting the Developer, its Affiliates, ownership of the Property, the Developer's

development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates of the Developer (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the information under the sections of the Official Statement indicated in Paragraph 7 of the Letter of Representations (and subject to the limitations and exclusions set forth in Paragraph 7 of the Letter of Representations) not misleading in the light of the circumstances under which they were made, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The undersigned have executed this Closing Certificate solely in their capacity as authorized representatives of the Developer and they will have no personal liability arising from or relating to this Closing Certificate.

ANTHEM UNITED TORRENTE HOMES
LIMITED PARTNERSHIP,
a Washington limited partnership

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT F

CITY OF ROSEVILLE
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2023

FORM OF DEVELOPER'S COUNSEL OPINION

_____, 2023

City of Roseville Torrente at Sierra Vista
Community Facilities District No. 1 (Public Facilities)
311 Vernon Street
Roseville, California 95678

Stifel, Nicolaus & Company, Incorporated
One Montgomery Street, 35th Floor
San Francisco, California 94104

Re: $_____ City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities), Special Tax Bonds, Series 2023

Ladies and Gentlemen:

We have acted as special counsel to Anthem United Torrente Homes Limited Partnership, a Washington limited partnership (the "**Developer**"), in connection with the development of the property owned by the Developer (the "**Property**") located within the boundaries of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "**District**") and in connection with the issuance by the District of the City of Roseville Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities), Special Tax Bonds, Series 2023 (the "**Bonds**"). The Bonds are described in that certain Official Statement dated _____, 2023 (the "**Official Statement**").

The Bonds are being sold to Stifel, Nicolaus & Company, Incorporated, as underwriter (the "**Underwriter**"), pursuant to that certain Bond Purchase Agreement, dated _____, 2023 (the "**Bond Purchase Agreement**"), by and between the Underwriter and the City of Roseville (the "**City**") on behalf of the District. This letter is provided for the benefit of the District and the Underwriter pursuant to Section 4(d)(15) of the Bond Purchase Agreement.

We advise you that we are not general counsel to the Developer and do not represent the Developer on a continuing basis. Rather, we represent the Developer as requested from time to time on specific matters.

The primary purpose of our professional engagement was not to establish or confirm factual matters or quantitative information. We are not passing upon and do not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Official

Statement and make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements. However, in our capacity as special counsel to the Developer, we reviewed those sections of the Official Statement described below and we participated in conferences with representatives of the Developer, the Underwriter, Jones Hall, as Bond and Disclosure Counsel, Stradling Yocca Carlson & Rauth, as Underwriter's Counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed. We have reviewed only the electronic version of the Official Statement delivered to Robert M. Haight, Jr. (robert.haight@hklaw.com) on _____, 2023, from _____ (the "**Official Electronic Version**"), and we assume that any printed version and all other electronic versions of the Official Statement are identical in all respects to such Official Electronic Version. Our statements herein with respect to the Official Statement do not pertain to any printed or electronic version of the Official Statement that is not identical in all respects to the Official Electronic Version. We also reviewed certain written statements of officers and other representatives of the Developer and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review, and reliance as described above, we advise you that no information came to the attention of the lawyers in our firm rendering legal services in connection with such representation that caused us to believe that, as of the date of the Official Statement and as of the date hereof, the statements contained in the Official Statement relating to the Developer and its Affiliates (as defined in the Letter of Representations of Anthem United Torrente Homes Limited Partnership, dated _____, 2023), ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliate of the Developer (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth under the captions entitled the captions entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "SPECIAL RISK FACTORS—Property Values and Property Development—*Drought*" and "—*Endangered and Threatened Species*," and "CONTINUING DISCLOSURE" (but, under all captions, excluding any information cited as coming from a source other than the Developer, and excluding any information regarding any appraisal, any absorption study, and market value ratio and annual special tax ratio, and except that no belief or view is expressed as to (a) any financial statements and other financial, statistical, economic, demographic, or engineering data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contains any untrue statement of a material fact or omitted or omits a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. For purposes of this paragraph, "**attention**" refers to the conscious awareness of each of the lawyers in our firm who actively participated in rendering legal services in connection with such representation and "**believe**" refers to the actual, subjective, good faith belief of each of those lawyers. Please be advised that only Robert M. Haight, Jr. has rendered such legal services in connection with such representation.

We express no view or belief as to the applicability or effect on the subject transaction of the securities laws of the State of California or of the United States of America, including but not limited to the Securities Act of 1933, as amended.

No attorney-client relationship has existed or exists between our firm and the City, the District, or the Underwriter in connection with the Bonds or by virtue of this letter. This letter is delivered as of the date hereof and is furnished solely for the benefit of the addressees in connection with the subject transaction and may not be relied upon for any other purpose or furnished to, used,

circulated, quoted, or referred to by any other person without our prior written consent. This letter is not intended to, and may not, be relied upon by any owners of the Bonds.

Our engagement with respect to this matter has terminated as of the date hereof, and we do not undertake to advise you of any matters that may come to our attention subsequent to the date hereof that may affect the statements set forth herein.

This letter is limited to the matters expressly set forth herein, and no belief or assurance is implied or may be inferred beyond the matters expressly stated herein.

Sincerely yours,

FUNDING, CONSTRUCTION AND ACQUISITION AGREEMENT
TORRENTE AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)

This Funding, Construction and Acquisition Agreement (**"Agreement"**) is entered into as of the _____ day of _____, 2023 by and between the **CITY OF ROSEVILLE**, a California charter city and municipal corporation (the **"City"**), and _____, [a _____ _____] (**"Owner"**).

Recitals

A. On November 3, 2021, the City Council of the City adopted Resolution No. 21-442 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE PUBLIC FACILITIES AND PUBLIC SERVICES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT" with respect to Torrente at Sierra Vista Community Facilities District No. 1 (Public Facilities) (the "District") of the City pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the **"Act"**) and subsequently authorized the issuance of bonds to finance District authorized improvements; and

B. Owner owns or controls all the real property in the District, which consists of approximately _____ acres within the corporate limits of the City in the "Sierra Vista Specific Plan" (the **"Specific Plan"**) area, and which consists of the property shown on a map of the CFD heretofore recorded in the Placer County Recorder's Office on September 24, 2021 in Book 4 at Page 35, as Document No. 2021-0120040 of Maps of Assessment and Community Facilities Districts, (the "**Property**"). The Specific Plan sets forth a comprehensive land use plan and establishes detailed regulations, conditions and programs for development of the Property.

C. Owner proposes to make improvements to the Property (the development of the Property is defined herein as the **"Project"**) as required by the Project Approvals (as defined below).

D. A development agreement between the City and Owner, pursuant to the provisions of Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code with respect to the permitted uses of the Property, and said agreement has been entered into and is dated _____ (the **"Development Agreement"**). The Specific Plan, Development Agreement, including conditions of approval, and other existing and subsequent approvals granted by City and agreements between the Owner and the City in implementation of the Project, as the same may be amended from time to time, including amendments thereto, are herein collectively referred to as the "**Project Approvals."**

E. Section 53313.5 of the California Government Code provides that a community facilities district may finance the purchase of public facilities completed after the adoption of the resolution of formation establishing the community facilities district if the facilities have been constructed as if they had been constructed under the direction and supervision, or under the authority of, the local agency whose governing body is conducting proceedings for the establishment of the District.

F. The purpose of this Agreement is to agree upon and implement the terms of Section 3.17 of the Development Agreement regarding the use of District funds to provide for the

acquisition of Authorized Facilities, the issuance and sale of the bonds for the District to finance the design and acquisition of such Authorized Facilities and expenses incidental thereto and to provide the terms of any reimbursement to the Owner.

AGREEMENTS

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

1. Establishment of District. The City has conducted proceedings pursuant to the Act for the establishment of the District. Such proceedings included but are not limited to, elections pursuant to Sections 53326 and 53327 of the California Government Code on (i) the question of the issuance of bonds for the District to finance the construction or acquisition of the aforementioned public facilities, (ii) the issue of annual levy of special taxes on all taxable property within the District to finance the facilities authorized for the District according to a methodology approved by the City in the Rate and Method of Apportionment and Manner of Collection of Special Tax (the **"RMA"**) for the District in Resolution No. 21-442 adopted November 3, 2021, including payment of bonds of the District, payment of certain impact fees for facilities and for annual administrative expenses of the City and the District in levying and collecting such special taxes, paying the principal and interest on such bonds and providing for the registration, exchange and transfer of such bonds, costs of issuance, including the fees of fiscal agents and paying agents, and any necessary replenishment for the reserve fund for such bonds, accumulation of funds for future bond payments, and (iii) the question of the establishment of an appropriations limit for the District. Defined terms used herein, but not defined herein, shall have the meaning given that term in the RMA.

The District has an authorization to levy special taxes to support up to $30,000,000 of bonds for the District (the **"Bonds"**), and pursuant to Resolution No._____ adopted on _____, 2023 by the City Council, the City authorized the issuance of a first series of bonds payable from Special Taxes levied on property within the District according to the RMA in a total authorized amount not to exceed $_____. Bonds for the District are expected to be issued in multiple series:

(i) first, being one or more series of Bonds issued during the Initial Bonding Period to finance Authorized Facilities, other than development impact fees that are subject to a Development Impact Fee Deferral; and

(ii) second, being one or more series of Bonds issued during the Deferral Bonding Period to finance the Development Impact Fee Deferral.

2. Sale of Bonds. During the Initial Bonding Period, the City shall proceed, as hereinafter provided, with the sale of Bonds (the **"Facilities Bonds**") in an aggregate amount to be determined by the City (consistent with Section 3.17 of the Development Agreement) for the primary purpose of generating money to pay for the cost of planning, design, construction and acquisition of authorized facilities (which are described in Exhibit B attached to the resolution of formation for the District, a copy of which, as to facilities for reimbursement, is also attached hereto as Exhibit A) (the "**Authorized Facilities**"), other than the deferred development impact fees. During the Deferral Bonding Period (which follows the Initial Bonding Period), the City shall, proceed with the sale of Bonds (the **"Deferral Bonds"**) issued for the sole purpose of financing the Development Impact Fee Deferral.

The following considerations shall be included in the determination of the principal amount of each series of Facilities Bonds:

(i) preserving a sufficient amount of bond authorization to finance the amount of Development Impact Fee Deferral reasonably anticipated by the City;

(ii) it should not be necessary to levy a Special Tax on any Developed Parcel to pay annual debt service on any Facilities Bonds following the date that occurs 30 years after the date of the first levy of Special Tax on such Developed Parcel (however, Special Taxes from such parcel would remain subject to the pledge for payment of all Bonds until all such Bonds are retired); and

(iii) if the aggregate amount of proceeds generated by all Facilities Bonds is insufficient to pay the full cost of all Authorized Facilities, the City will levy Special Taxes in amounts sufficient to fund such shortfall as Pay-As-You-Go Costs (and, to the extent such levy occurs during the Deferral Bonding Period, to also fund the repayment of any outstanding Deferral Bonds).

3. Tax Requirements. The City shall take all actions which, in the opinion of City's bond counsel, are necessary to conform to certain requirements of the Internal Revenue Code and regulations thereto in order to avoid classification of the Facilities Bonds as "arbitrage bonds" or the loss of tax exemption for the Facilities Bonds for any other reason.

4. Amounts to be Included in Facilities Bonds. The aggregate principal amount of the Facilities Bonds shall be determined by the City in consultation with the Owner and shall include an amount approved by the City to reimburse Owner in accordance with this Agreement for costs and expenses related to the design and construction of the Authorized Facilities. Reimbursement may also include certain indirect costs of the Owner related to establishment of the District and the design and construction of the Authorized Facilities; provided that the City shall determine the amount to be so reimbursed on the basis of detailed itemizations of costs provided by Owner and the decision of the City shall be final. In no event shall Owner be reimbursed from Facilities Bond proceeds for (i) in-house administrative overhead (except that Owner shall be entitled to payment equal to four percent (4%) of actual construction costs as and for project and construction management services), (ii) interest expense incurred by Owner on moneys advanced during the proceedings for formation of the District and issuance of Facilities Bonds, and during construction of the Authorized Facilities, and (iii) any other costs and expenses incurred by Owner which are not authorized by the Act.

The aggregate principal amount of the Facilities Bonds shall also include an amount needed to fund a reserve fund for the payment of principal of and interest on the Facilities Bonds as is determined by the City to be necessary and appropriate, capitalized interest on the Facilities Bonds, if requested by the Owner, for such period as the City shall determine is appropriate, the amount of the discount of the underwriter who purchases the Facilities Bonds, and other expenses incurred by the City in connection with the issuance and sale of the Facilities Bonds, including bond counsel fees, legal fees, fees of the bank which will act as transfer agent, registrar and paying/fiscal agent for the Facilities Bonds, other fees and costs normally incidental to the sale of bonds, and such other fees and costs enumerated in Section 53345.3 of the California Government Code as the City determines are necessary and appropriate.

5. Design; Reimbursements. Authorized Facilities to be acquired by the City shall be designed in conformance with all applicable City standards, requirements and the Development Agreement. Upon completion of the design of each such Authorized Facility to the satisfaction of

the City and when Owner has paid to the City all applicable plan checking and other fees, the City shall notify Owner that the design of the Authorized Facility is completed and acceptable to the City. It shall be the responsibility of Owner, not the City, to determine the requirements for design and construction of Authorized Facilities to be acquired by or dedicated to other public agencies, and City's acceptance of Owner's design shall not relieve Owner of this responsibility.

Owner shall be reimbursed out of the proceeds of the sale of the Facilities Bonds and excess Special Tax for Owner's expenses incurred in designing the Authorized Facilities, including all applicable plan checking and other fees paid by Owner as provided above in this Section, subject to the City's determination of the amount to be so reimbursed pursuant to the terms hereof, and subject to the limitation that reimbursement in all cases is to be made from available bond proceeds of the District and from no other source. Pursuant to Section 3.5 of the Development Agreement, reimbursement for the cost of construction of all arterial roadways and underground facilities below such roadways, including design and plan check services, shall be made via progress payments, based on invoices for actual work constructed, for stages of the arterial roadway improvements as described in Section 3.5 of the Development Agreement that have been signed off by City inspectors, and, for all other Authorized Facilities, in one or more lump sum payments only after City has received and approved all invoices for such services associated with any particular Authorized Facility.

Notwithstanding the preceding provisions of this Section, if the City determines that Owner is not proceeding with the design of the Authorized Facilities on a reasonable schedule which will enable the City to ensure that construction of all of the Authorized Facilities can be completed within the time specified in Section 6 hereof, the City may take over the design of the Authorized Facilities by giving Owner written notice thereof. Upon receipt of such a notice, Owner shall surrender to the City all plans and specifications which have then been completed or which are in progress.

If the City takes over the design of the Authorized Facilities as provided above, the City shall reimburse Owner from the proceeds of the sale of the Facilities Bonds a reasonable amount, as determined by the City, for the expenses incurred by Owner in connection with the design of the Authorized Facilities to the extent such expenses have not previously been reimbursed. The City's obligation to reimburse is only from and to the extent of funds remaining, after payment for the Authorized Facilities, to do so.

6. Construction for Acquisition. The City shall only be required to acquire from Owner those Authorized Facilities which will ultimately be owned by the City. Owner shall proceed with the construction of the Authorized Facilities in accordance with the approved plans and specifications (either prior to or following the formation and confirmation of the authority of the District).

For construction of Authorized Facilities under this Section, the Owner shall comply with all of the following requirements to ensure that the Authorized Facilities will be constructed as if they had been constructed under the direction and supervision, or under the authority of the City:

The plans and specifications, the bidding and contract award procedures, and the bidding and contract documents shall be approved by the City Engineer for conformance with City codes and policy.

Based on qualifications submitted by the contractors, the Owner, in consultation with the City Engineer, shall select a list of qualified bidders for each element of work. If the Owner determines that the nature of a particular element of the construction does not require a pre-

qualified bid list, the Owner may allow a particular element of the work to be bid without a pre-qualified bid list.

(a) Owner shall receive and open bids, and report the results to the City Engineer. Any value engineering proposals shall be submitted to the City Engineer for approval. The City Engineer may, after consulting with Owner, require changes to the work in respect of the value engineering proposals, and Owner shall promptly order such changes. The City Engineer shall be consulted with respect to any proposed change to the originally-approved design. The contract or contracts for the construction of the Authorized Facilities shall be awarded to the responsible bidder(s) submitting the lowest responsible bid(s) for the construction of the Authorized Facilities, as determined by the Owner.

(b) Owner is 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 and Government Code.

(c) All contractors and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Authorized Facilities.

(d) No contractor or subcontractor may be listed on a bid proposal for the Authorized Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No contractor or subcontractor may work on the Authorized Facilities unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Owner shall be responsible for ensuring that these contractor registration requirements are adhered to since construction of the Authorized Facilities is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(e) Owner shall notify the Department of Industrial Relations within five (5) days of the award of the initial prime contract for the Authorized Facilities.

(f) Owner shall comply with all federal, state and local laws, ordinances and regulations applicable to the construction of the Authorized Facilities.

Owner shall cause the Authorized Facilities to be constructed in an expeditious manner so that construction of all such Authorized Facilities shall be completed by such date as may be required by the Development Agreement or upon which the City and Owner may agree; provided, however, that the construction of Authorized Facilities to be financed by a specific series of Facilities Bonds shall proceed and be completed so that the proceeds of such series of Facilities Bonds are expended for the construction or acquisition of such Authorized Facilities within three (3) years from the date of their issuance.

7. Payment; Cost Overruns; Shortfalls. The City and Owner agree that it is in their mutual best interest for Owner to construct the Authorized Facilities with the understanding that the Authorized Facilities shall be dedicated to the City and the City shall pay the cost to construct such Authorized Facilities to the extent funds are available from proceeds of the sale of Facilities Bonds and from excess Special Taxes.

All cost overruns in the construction of the Authorized Facilities shall be the responsibility of the Owner, except those cost overruns due to unforeseeable construction conditions encountered in the field for which a City-approved change order has been issued, or due to change orders for additional or changed work required in writing by the City, which shall be reimbursed to Owner from the proceeds of the sale of Facilities Bonds or Special Taxes, as

provided below. Any cost savings achieved in an element of any of the Authorized Facilities constructed in whole or in part with the proceeds of the sale of the Facilities Bonds shall be aggregated with all other such savings achieved throughout the District, and shall be used for any other element of the Authorized Facilities, as approved by the City.

The parties acknowledge that a shortfall is expected to occur between (a) the cost of the Authorized Facilities and (b) the amount of acquisition funds generated from the sale of Facilities Bonds and the levy of excess Special Taxes prior to the date of acquisition (as adjusted, below) (each such shortfall hereafter referred to as the **"Gap Shortfall**"). Owner agrees that the existence of a Gap Shortfall at the time that the City acquires any Authorized Facilities shall not prevent the City from acquiring the Authorized Facilities; however, the City shall, subject to the limitations of the Maximum Annual Special Tax, cause the District to impose and collect Special Taxes on Developed Parcels in amounts sufficient to repay the Gap Shortfall, the required debt service on any outstanding Facilities Bonds or Deferral Bonds, or both, and City administration costs associated therewith, and shall promptly apply such funds to the payment of outstanding Gap Shortfalls following receipt of the funds (the **"Owner's Gap Payment**").

The amount of each outstanding Gap Shortfall shall be adjusted, annually on July 1, by the percentage change, if any, in the cost established by the Engineering News-Record Construction Cost Index for the United States Twenty (20)-City Average, averaged with the CCI for San Francisco ("**CC**I") between the month in which the City acquired the Authorized Facilities for which a Gap Shortfall occurred and the date of adjustment.

City and Owner agree that the provisions of this Section 7 satisfy the parties' obligations under Section 3.17.1.3 of the Development Agreement to enter into a shortfall agreement.

8. Inspection and Approval of Construction. The City shall provide such level of inspection of the progress of construction of the Authorized Facilities to be constructed by Owner for acquisition by the City as it deems necessary, and its inspectors shall have access to the construction sites at all times for the purpose of conducting their inspection. Owner and its contractors shall cooperate in every way with the City and its inspectors to ensure that they are afforded an adequate opportunity to inspect each and every phase of the progress of construction of each and every such Authorized Facility. Upon completion of the construction of an Authorized Facility (either in its entirety, or a portion thereof), constructed by Owner, and upon receipt of written notification from City's inspectors that construction thereof has been completed in accordance with the plans and specifications thereof and the City's standard requirements, and upon receipt of satisfactory proof, based on the records of Owner and the City and such certifications as the City may require, that the requirements of Section 6 hereof have been satisfied, the City shall notify Owner in writing that the construction of the Authorized Facility, or portion thereof has been satisfactorily completed; provided, however, that Owner, not the City, shall be responsible for determining satisfaction of requirements of other public agencies with respect to the Authorized Facilities. Upon receiving such notification of a completed Authorized Facility, the City Clerk staff shall file with the County Recorder of the County of Placer a Notice of Completion pursuant to the provision of Section 9204 of the California Civil Code, and supply to Owner a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Records. The costs incurred by the City in inspecting and approving the construction of the bond financed Authorized Facilities may be paid or reimbursed from the proceeds of the sale of the Facilities Bonds for the District.

9. Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Section 8412 and 8414 of the California Civil Code, Owner shall provide to the City

such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Authorized Facilities (or approved portion thereof) constructed by Owner for acquisition by the City have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

10. Acquisition; Maintenance. Upon completion of the construction of each Authorized Facility or portion thereof constructed by Owner for acquisition by the City, the City shall determine the acquisition price to be paid by the City for the acquisition of the completed Authorized Facility or portion thereof from Owner. The acquisition price as to each Authorized Facility or portion thereof shall include the actual cost of construction thereof as determined by the contract prices as set forth in contracts and purchase orders entered into by Owner with its contractors, and suppliers. Owner shall furnish to the City such proof of the amounts which Owner contends should be included in the acquisition price for a completed Authorized Facility or portion thereof as the City shall require, together with lien releases from all contractors and suppliers providing work and materials for the completed Authorized Facility or portion thereof in form satisfactory to the City. The City shall have ten (10) days to determine the acquisition price. The determination of the City as to the acquisition price for a completed Authorized Facility or portion thereof shall be final.

Upon determining the acquisition price for a completed Authorized Facility or portion thereof, the City shall promptly notify Owner in writing of such acquisition price. Upon presentation by Owner to the City of such documents, including lien releases, as the City shall require as to the completed Authorized Facility or portion thereof, the City shall, within ten (10) days thereafter, pay from available proceeds of the sale of the Facilities Bonds and/or excess Special Taxes, the amount of the acquisition price for the completed Authorized Facility or portion thereof, but in the case of a completed Authorized Facility less a retention of 150% of the value of "Punch List" work not completed. The City shall hold the retention amount on all Authorized Facilities acquired until the Punch List work is completed and accepted by the City, at which time, the retention amount (or so much of the retention amount that was not applied by the City to the completion of the Punch List work) shall, upon the Owner's direction, be (1) promptly released to Owner, (2) promptly released to the appropriate contractor designated by the Owner or (3) retained by the City in lieu of the Owner obtaining a maintenance bond during the warranty period described below.

The administrative procedure to implement the foregoing is as follows. Owner shall notify the City Engineer that an Authorized Facility, or particular stage of an Authorized Facility, as provided in Section 3.5 of the Development Agreement, is complete and shall furnish proof of the amounts to be included in the acquisition price, together with lien releases. Development Services staff shall then inspect the Authorized Facility to confirm completion. Development Services staff shall then notify City's Finance Department regarding completion and shall request payment to Owner. Within ten (10) days thereafter, and provided that the improvement has been conveyed to City or irrevocably offered for dedication, or, in the case of Authorized Facilities for which progress payments are provided for in the Development Agreement, invoices for actual work constructed have been presented by Owner to the City and the particular Authorized Facilities have been signed off by City inspectors, City shall issue payment to Owner in the requested amount, further provided and to the extent that funds are available, except that Owner shall choose one of the following options prior to release of the final five percent (5%): (1) City shall retain five percent (5%) of the total invoiced amounts until expiration of a warranty period of one-year from the date of completion for the subject Authorized Facility; or (2) Owner shall obtain a maintenance bond until expiration of the one-year warranty period for the subject Authorized Facility. Upon expiration of the one-year warranty period, the five percent (5%) retention shall be

disbursed to Owner or the maintenance bond shall be released, less any amounts utilized by the City for warranty work. Notwithstanding the preceding provisions of this Section, the City will not pay for the acquisition of any Authorized Facilities or portion thereof unless and until the street, drainage or other utility rights of way where they are located have been irrevocably offered to the City for dedication, except in the case of Authorized Facilities for which progress payments are to be paid by City as provided for in Section 3.5 of the Development Agreement, based on invoices for actual work constructed that have been signed off by City inspectors.

Until an Authorized Facility, or portion thereof, is acquired by the City, Owner shall maintain it, and shall transfer it to the City free of any liens and in good operating condition. Upon the acquisition of an Authorized Facility, or portion thereof, by the City, the City shall, except as otherwise provided in the Project Approvals, become responsible for its maintenance, subject to any contractor's warranty or maintenance provisions of bonds required under the Final Map or other City approval, or under any other agreement.

11. Indemnification; Insurance. Owner shall defend, indemnify and hold harmless the City, the District, and their officers, agents and employees from any and all liability, cost and expense in connection with the construction of the Authorized Facilities to be constructed by Owner for acquisition by the City, including, but not limited to, liability, costs, expenses and claims arising, under the procedures set forth in Section 6 of this Agreement. Owner shall also defend, indemnify and hold harmless the City, the District, and their officers, agents and employees from any and all liability, cost and expense in connection with the ownership of the Authorized Facilities to be constructed by Owner for acquisition by the City prior to the time the City accepts the Authorized Facilities, whether or not such Authorized Facilities are to be acquired with bond proceeds; provided that the Owner shall not be responsible for liability arising from the negligence or willful misconduct of the indemnified parties. Owner shall procure and provide or cause contractor to procure and provide, until construction of all of the Authorized Facilities to be constructed by Owner is completed and acceptance thereof by the City has occurred, a commercial general liability insurance, in a form acceptable to the City, naming the City, the District and their officers, agents and employees as additional insureds, having a single aggregate liability limit as to all coverages provided thereby in the amount of Two Million Dollars ($2,000,000). Before commencing the construction of any Authorized Facility, Owner shall provide or cause contractor to provide the City with a certification of insurance and endorsement as to such insurance in a form acceptable to the City, and Owner shall upon each renewal of such insurance policy provide the City with a new certificate of insurance with respect thereto.

Owner shall also furnish or cause contractor to furnish to the City, prior to commencing the construction of any Authorized Facility to be constructed by Owner for acquisition by the City, a certificate of insurance evidencing that Owner has procured and has in force a current policy of workers' compensation insurance in compliance with California law as to all workers to be employed by Owner in connection with the design and construction of the Authorized Facilities. Owner shall require each person, firm or corporation with whom it contracts in connection with the design and construction of the Authorized Facilities to provide and maintain such workers' compensation insurance and a commercial general liability insurance in the amount hereinabove specified and in a form acceptable to the City. Owner shall provide to the City proof, in such form and at such intervals as set forth below, that each contractor with whom it contracts has procured and is maintaining such insurance.

Upon the execution of each contract with each person, firm or corporation with whom Owner contracts in connection with the design and construction of the Authorized Facilities and prior to permitting any such person, firm or corporation to commence work under such contract,

Owner shall provide or cause contractor to provide to the City a certificate from the insurance providers for each such contractor that the contractor has in force the insurance policies required of it under this Section 11, that the City is named as an additional insured on the commercial general liability insurance of such contractor, and that the policies will not be canceled or allowed to lapse without 30 days written notice to the City.

The premiums paid by Owner for the insurance required by this Section may be included in the acquisition price to be paid by the City for the Authorized Facilities to be constructed by Owner as an incidental cost.

12. Ownership of Facilities. Notwithstanding that some of the Authorized Facilities to be constructed by Owner for acquisition by the City may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated or offered for dedication to the City, District or Public Utility, such Authorized Facilities or any portion thereof shall be and remain the property of Owner, and Owner shall be responsible for any loss or damage thereto or liability arising therefrom, until they are acquired by the City or other agencies as provided in the preceding Sections of this Agreement. Such ownership by Owner shall likewise not be affected by any agreement which Owner may enter into with the City pursuant to the provisions of the Subdivision Map Act, Section 66410 et seq. of the California Government Code, which may contain or include provisions with respect to the construction and ownership of public facilities which may seem to be contradictory to the provision of this Agreement, and the provisions of this Section shall control.

13. Improvement Security. Notwithstanding any other provisions of this Agreement, Owner shall be required to agree to construct and to secure or cause contractor to secure the construction and completion of construction of the Authorized Facilities, or portions thereof, as a condition precedent to the approval of subdivision or parcel maps for portions of the Property as required by the City pursuant to Section 66462 and Sections 66499 through 66499.10 of the Government Code.

The aggregate principal amount of the improvement bonds or other security provided by Owner or contractor pursuant to this Section shall be reduced by such amount as the City shall determine is appropriate upon receipt of the proceeds from the sale of the Facilities Bonds. The amount of the reduction of such aggregate principal amount shall be determined by the City based on the amount of each such improvement bond or other security which relates to the Authorized Facilities to be constructed or acquired with the proceeds of the sale of the Facilities Bonds. The foregoing provisions notwithstanding, upon the issuance and proceeds from the sale of the Facilities Bonds, Owner shall not be required to post any other security for roadway Capital Improvement Program improvements as provided in Section 3.5.4.2 of the Development Agreement.

All subdivision and performance bonds shall provide, among other things, that the principal thereof whether that be Owner or its contractor(s), guarantees that the completed Authorized Facilities shall be free from defects resulting from faulty workmanship and materials for a period of one year from the date of acceptance by the City, and the obligation of the surety shall extend to the fulfilling of that guarantee. At the end of said one year period and subject to certification of the City Engineer that any defects have been corrected, the obligation of the principal and surety named therein shall cease.

14. Failure to Complete Construction. Notwithstanding the preceding provisions, of this Agreement, if Owner fails to expeditiously prosecute the construction of the Authorized Facilities to be constructed by Owner for acquisition by the City, the City shall have the right and

may elect to take over the construction of such Authorized Facilities, or any part thereof, if City determines it is necessary for City to so proceed in order to protect the City's interests. If the City elects to so proceed, it shall notify Owner in writing that if Owner does not satisfy the City that construction is proceeding expeditiously on the construction of an Authorized Facility within thirty (30) days after receipt of such notice, the City will take over the construction of such Authorized Facilities. If after receiving such a written notification Owner does not satisfy the City that it is proceeding expeditiously to construct that portion of the Authorized Facilities identified in the written notification to the satisfaction of the City, within thirty (30) days from the date of receipt thereof, Owner shall relinquish to the City all design documents, and shall cooperate with the City in every way to ensure that the construction of the Authorized Facilities will be completed expeditiously.

Notwithstanding the provisions of this Section, the only sources of funds to be utilized by the City for the construction of any such Authorized Facilities shall be (i) the proceeds of the sale of the Facilities Bonds and, at City's discretion, (ii) Special Taxes in excess of that required to pay debt service on Facilities Bonds or Deferral Bonds, or both, (iii) the proceeds of applicable City development fees collected pursuant to the applicable codes, ordinances and policies of the City, including development fees paid through levies of the special taxes of the District, (iv) proceeds from the sale of the bonds of another community facilities district or assessment district established over and including property in the City, (v) interest earnings on the reserve fund for the Facilities Bonds, to the extent such earnings are determined by the City to be available for construction of the Authorized Facilities, (vi) the Owner's subdivision bond or bonds to the extent applicable, (vii) any other performance security that may have been provided by the Owner, and (viii) the Owner's and/or contractors' performance bonds. To the extent that the proceeds of the sale of the Facilities Bonds and such other funds may be insufficient to pay for the construction of an Authorized Facility which will be constructed by the City pursuant to this Section, the City may either construct only those Authorized Facilities which can be constructed within the total of the amounts of the proceeds from the sale of the Facilities Bonds and such other funds which are available therefor, or the City may proceed to complete the Authorized Facilities and charge the Owner, the Owner's bond or any contractor's bond for the costs thereof.

15. Owner Responsibility for Satisfaction of Improvements required by Conditions of Approval. If the aggregate principal amount of all Facilities Bonds and excess Special Taxes are not sufficient to construct and acquire all of the Authorized Facilities, Owner shall nevertheless construct and dedicate to the City the Authorized Facilities required by the Development Agreement, and the City may require such assurances of performance as the City deems appropriate.

16. Construction of Other Facilities. Owner shall also proceed expeditiously with the design and construction of the other improvements and facilities, other than the Authorized Facilities, which are necessary to the development of the Property and the provision of municipal services within the District and to the residents therein. Such other public improvements and facilities shall be designed and constructed on a schedule which will not delay or interfere in any way with the design and construction of the Authorized Facilities. The provisions of this Section shall not supersede those of any other agreement between Owner and the City.

17. Development Schedule. Owner shall also proceed with the construction of the Authorized Facilities with all commercially reasonable diligence to ensure that such development is completed in a reasonable time. If Owner does not so proceed with the development of the Property, the City may take action as specified in Section 14 hereof and, in addition, may withhold payment of acquisition costs hereunder.

18. Binding on Community Facilities District. The District shall automatically become a party to this Agreement to the extent permitted by California law, and all provisions hereof which apply to the City shall also apply to the District. The City Council of the City, acting for the District, shall perform all parts of this Agreement which require performance on the part of the District.

19. Assignment. Owner may not assign this Agreement or any right or duty hereunder to a non-affiliated assignee without the express written approval of the City. The City may condition any such approval on proof of the financial responsibility and experience of a proposed assignee to undertake and perform the duties and responsibilities of Owner under this Agreement. The City's approval of an assignment of this Agreement and the rights and duties of Owner hereunder shall not be unreasonably withheld. Notwithstanding the foregoing, Owner may, by written direction to the City, designate any other person or entity to receive disbursement of moneys otherwise due to the Owner hereunder.

20. Prompt Action. All consents, approvals and determinations required of either the City or Owner pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld.

21. Notice to Owner. Any notice to Owner required hereunder shall be addressed as follows, unless the City has been notified of a change of address:

[to come]

22. General. This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may be amended by a subsequent written agreement signed on behalf of both parties. This Agreement is for the exclusive benefit of Owner and the City and shall not be construed to confer any rights or benefits upon any persons other than the City and the Owner. This Agreement shall, however, inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. Should either party to this Agreement commence a court action or proceeding against the other party with respect to this Agreement or the design and acquisition or construction of the Authorized Facilities, the Party prevailing in such action or proceeding shall be entitled to receive from the losing party its attorney's fees, expert witness fees, court costs, and other costs incurred by it in prosecuting or defending such action or proceeding. The captions of the sections of this Agreement are provided for convenience temporarily, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement.

[SIGNATURE BLOCK NEXT PAGE]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement 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 _____, and OWNER has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN, Assistant City Manager/Chief Financial Officer

_____, a _____

By: _____
Name
Title

EXHIBIT A

LIST OF AUTHORIZED FACILITIES AND SERVICES

AUTHORIZED FACILITIES

Transportation Improvements

Eligible roadway improvements include the following items: acquisition of land and easements; roadway design; project management; geotechnical engineering, testing and observations; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete or pavers; power pole relocations; joint trenches, underground utilities, and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including on- and off-site), park and ride facilities, bus rapid transit improvements, including transfer stations and regional public transit improvements; retaining walls, sound walls, enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements

Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development of the project. These facilities include potable and non-potable mains, valves, services, and appurtenances; wells; and water treatment and storage facilities, and related improvements, including but not limited to: site clearing, grading, and paving; curbs and gutters; recycled water storage tanks, booster pump stations, and all appurtenances thereto; wells; water treatment; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates and fencing; striping and signage; and the following:

- Water lines in/associated with authorized facility roads.
- Recycled water lines in/associated with authorized facility roads.
- Well construction or financial contributions thereto on, but not limited to, Specific Plan Parcels FD-63 or JM-60.
- Water Tank Site Improvements (DA Section 3.8.2).
- Recycled Water Storage Tank Facility
- Reimbursement obligation for the Baseline Road 24” water line (DA Section 3.8.3).
- CFD obligations for RW tank(s) required by DA Section 3.9.

Drainage System Improvements

Authorized facilities include any and all on- and off-site backbone drainage and storm drainage improvements designed to meet the needs of development of the project. These facilities include mains, pipelines and appurtenances, outfalls and water quality measures, temporary drainage facilities, detention/retention basins, and drainage pretreatment facilities; drainage ways/channels, pump stations, landscaping, and irrigation; access roads, gates, and fencing; striping and signage; and the following:

- All storm drain lines and facilities in/associated with authorized facility roadways.
- Retention, detention, hydro-modification, and other drainage facilities.

Wastewater System Improvements

Authorized facilities include any and all on- and off-site backbone wastewater facilities designed to meet the needs of development of the project. These facilities include pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements, including but not limited to:

- All wastewater facilities in/associated with authorized facility roadways.

Solid Waste Improvements

- Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development of the project. Eligible improvements also include the project's pro-rata contribution, as described in the project DA, to the Sierra Vista Specific Plan (SVSP) Solid Waste Recycling Center (DA Section 3.14.7).

Park, Landscape Corridor and Paseo Improvements

Authorized facilities include any and all improvements to create and/or improve parks, landscape corridors, paseos and trails located in the project.

Open Space Improvements

Authorized facilities include any and all open space improvements designed to meet the needs of development of the project, including bike trails, bike/pedestrian bridges, storm drain crossings, storm drain detention/retention, wetland mitigation, tree mitigation, on-and off-site hawk/raptor mitigation, agricultural mitigation or wetland mitigation, property acquisition, endowment payments for open space management, landscaping and irrigation, access gates and fencing, and related open space improvements, including but not limited to:

- Improvements related to Specific Plan Parcels.
- Wetland creation mitigation, fencing, etc.

Utilities

Authorized facilities include any and all on- and off-site utility improvements designed to meet the needs of development of the project. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities. Authorized facilities also shall include costs related to the acquisition of the off-site electric substation site; site clearing; grading; street frontage improvements, including

curbs, gutters, and paving; and construction of an all-weather access road to the site from the nearest public street or extension of temporary 12kV overhead lines as described in the project DA, including but not limited to:

- SVSP Electric Substation site acquisition, and improvements required by DA Section 3.11.3.
- Temporary overhead 12kV lines to loop SVSP substation to line in WRSP Phase 3 and 4.

Other Public Facilities

Authorized facilities include any and all public facilities or infrastructure, including the project's pro-rata contribution to the land acquisition of the off-site fire station site, site clearing, grading, and street frontage improvements including curbs, gutters, and paving, including, but not limited to:

- Fire station reimbursement obligations in DA Section 3.23.

Development Impact Fees

Authorized facilities include development impact fees paid and not otherwise reimbursed, whether standard City or County fees levied at the time of the issuance of a building permit or required as part of the DA for the property. Fees include, but are not limited to, the South Placer Regional Transportation Authority Tier II Traffic Fee, City of Roseville City Wide Park Fee, City of Roseville Public Facilities Fee, and Public Benefit Fee.

AUTHORIZED SERVICES

The authorized services to be funded from the levy and collection of annual maintenance special taxes are the provision of public services, maintenance and operation related to any facilities authorized to be funded by the CFD with a useful life of five or more years, including but not limited to performance by employees of functions and repair activities. Maintenance as used herein includes replacement and the creation and funding of a reserve fund to pay for a replacement of such facilities. The maintenance special taxes shall only fund authorized services to the extent that they are in addition to those provided to land within the CFD prior to the creation of the CFD.

FORMATION, ADMINISTRATIVE, BONDING, AND INCIDENTAL EXPENSES

In addition to the above facilities, other expenses incidental to the above and authorized by the Mello-Roos Community Facilities Act of 1982, including but not limited to: the cost of planning, permitting, and designing the facilities (including the cost of environmental evaluation, orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance Plan for the City of Roseville Open Space Preserves); land acquisition and easement payments for the facilities; project management; construction staking; engineering studies and reports; utility relocation and demolition costs incidental to construction of the facilities, wetland/Species mitigation purchase; reimbursements to other areas for infrastructure facilities or planning serving development in the CFD; Sierra Vista Specific Plan planning, legal, engineering, technical studies costs related to the facilities and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; reserve funds, determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

COUNCIL COMMUNICATION

CC #: 2926
File #: 0900-04 & 0201-01

Title:	Dry Creek Greenway East Phase 1 Trail Project - Award of Contract and Budget Adjustment
Contact:	Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Award the Dry Creek Greenway East Phase 1 Trail Project to the low bidder, Anvil Builders Inc.; and
2. Adopt a resolution authorizing the City Manager to execute the agreement and provide a change order authority of 10% of the contract amount; and
3. Adopt the attached ordinance to approve a budget adjustment in the amount of $10,634,522.

BACKGROUND

The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The project is identified as a proposed Class I bikeway in the City of Roseville General Plan and Bicycle Master Plan.

The trail is expected to be constructed in two phases. Phase 1 of the project will construct approximately 2.4 miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive.
On June 21, 2023, the City Council approved the plans and specifications for the Phase 1 project and authorized staff to call for bids. Four bids were received and opened on August 8, 2023.

The engineer's estimate and bids are as follows:

Anvil Builders Inc.	$23,987,357.50
Viking Construction Company	$24,283,098.00
Granite Construction Company	$24,991,904.71
MCM Construction Inc.	$27,176,702.00

Engineer's Estimate $18,107,000.00

Higher than expected bids can be attributed to escalated prices of construction materials (asphalt, concrete, and steel) due to an improving economy, and the high cost of construction within the City's creeks, which require dewatering prior to excavation and protection to keep potentially harmful pollutants from entering the creeks during construction.
The construction area is predominantly located within the City's floodplain/open space areas, which contain riparian plant species and anadromous fish protected by the Federal Endangered Species Act. Contractors were required to include compliance with numerous environmental regulations and permit conditions that limit the timeframe and construction access available to complete the work, which also contributed to the higher than anticipated bids.
Staff thoroughly examined the bids and although all are higher than the engineer's estimate, the three lowest bids are within 4% of each other. Because of this, it is very unlikely that re-advertising the project would bring lower bids, and it would delay the work putting the City at risk of losing grand funds for the project.

Staff found the bid from Anvil Builders Inc. to be complete and in order, and therefore recommend award.

Construction is anticipated to begin in October 2023 and be completed in Summer 2026.

Public Engagement: Since 2008, the Dry Creek Greenway East Project has been driven by robust public participation and community input. There have been multiple community workshops/open houses, stakeholder representative group meetings, online surveys, project email and social media updates. Public Works staff will continue to work closely with Public Affairs & Communications staff to keep the community informed of the project's benefits, progress and trail impacts during the construction phase of the project. Residents and businesses will be updated about the project through a variety of methods including, but not limited to: signage, social media, web, and email notifications.
Maintenance Costs: Estimated maintenance costs for Phase 1 of the Dry Creek Greenway East Trail Project are included within the estimate for maintenance costs for the entire 4.25 mile trail (Phase 1 and 2), which are approximately $55,000 per year. This estimate includes day-to-day maintenance efforts such as vegetation control, sweeping, sign repair, and trash removal. This estimate also includes an annualized cost for periodic trail resurfacing and stream bank stabilization efforts. The trail will be designed to minimize the potential erosive effects of nearby streams per the City's design and construction standards. This includes the use of concrete paving (instead of asphalt) and erosion control materials in higher risk areas as described in the EIR. Given the unpredictable nature of creeks, we are including in the above estimate an annualized cost of $15,000 per year for stream bank stabilization to address potential issues that threaten trail infrastructure. Staff proposes the use of the Local Transportation Fund's Transportation Development Act (TDA) resources to pay for maintenance.

FISCAL IMPACT

The list of funding source for the construction of the project, including those in the budget adjustment, include:

- $6,436,557 - Congestion Mitigation and Air Quality Improvement Grants (CMAQ);

- $6,239,000 - Solutions for Congested Corridors Program Grant (SCCP);
- $4,318,000 - Active Transportation Program Grant (ATP);
- $12,229,057 - Local Transportation Funds (LTF) - these include matching funds to the ATP and CMAQ grants;
- $170,000 - Environmental Utility Water Rehabilitation Funds - this is the value of waterline relocation work included within the project.

The additional funding requested in the recommended budget adjustment totaling $10,634,522 will allow the project budget to fully fund construction, construction contingency, construction management, environmental monitoring, material testing and staff time.

Current CMAQ grant funds in the project budget, prior to the requested budget adjustment, include $333,821 of obligated funds.

This budget adjustment adds $6,102,736 of CMAQ funds which are being transferred from other future bike trail project budgets. Those projects are the Mahany Open Space Bike Trail Project, Dry Creek Greenway Phase 2, and the Miner's Ravine Drive to Miner's Ravine Trail connection. These projects will be delayed while staff identifies other funding sources. Additionally, the CMAQ funding in the budget request is programmed for future years and will not be available until 2024 or 2025. However, CMAQ funding is often available earlier than expected due to delays in projects at other agencies. In the unlikely event the anticipated CMAQ funds are not obligated to the project, staff will return to council with a recommended alternative funding source.

Funding for the remainder of the budget adjustment comes from the LTF fund balance.

No General Fund resources will be used for construction of this project.

ENVIRONMENTAL REVIEW

Implementation of the Dry Creek Greenway East Phase 1 Trail Project was previously evaluated in the Dry Creek Greenway East Trail Project Environmental Impact Report (EIR) (Adopted: March 20, 2019) (Draft EIR - SCH: 2014032087; Final EIR - SCH: 2013112042). The improvement plans included in the construction contract are consistent with the project evaluated in the certified Final EIR and consequently no additional CEQA action is required for construction contract approval.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director

Dominick Casey, City Manager

ATTACHMENTS:

Description

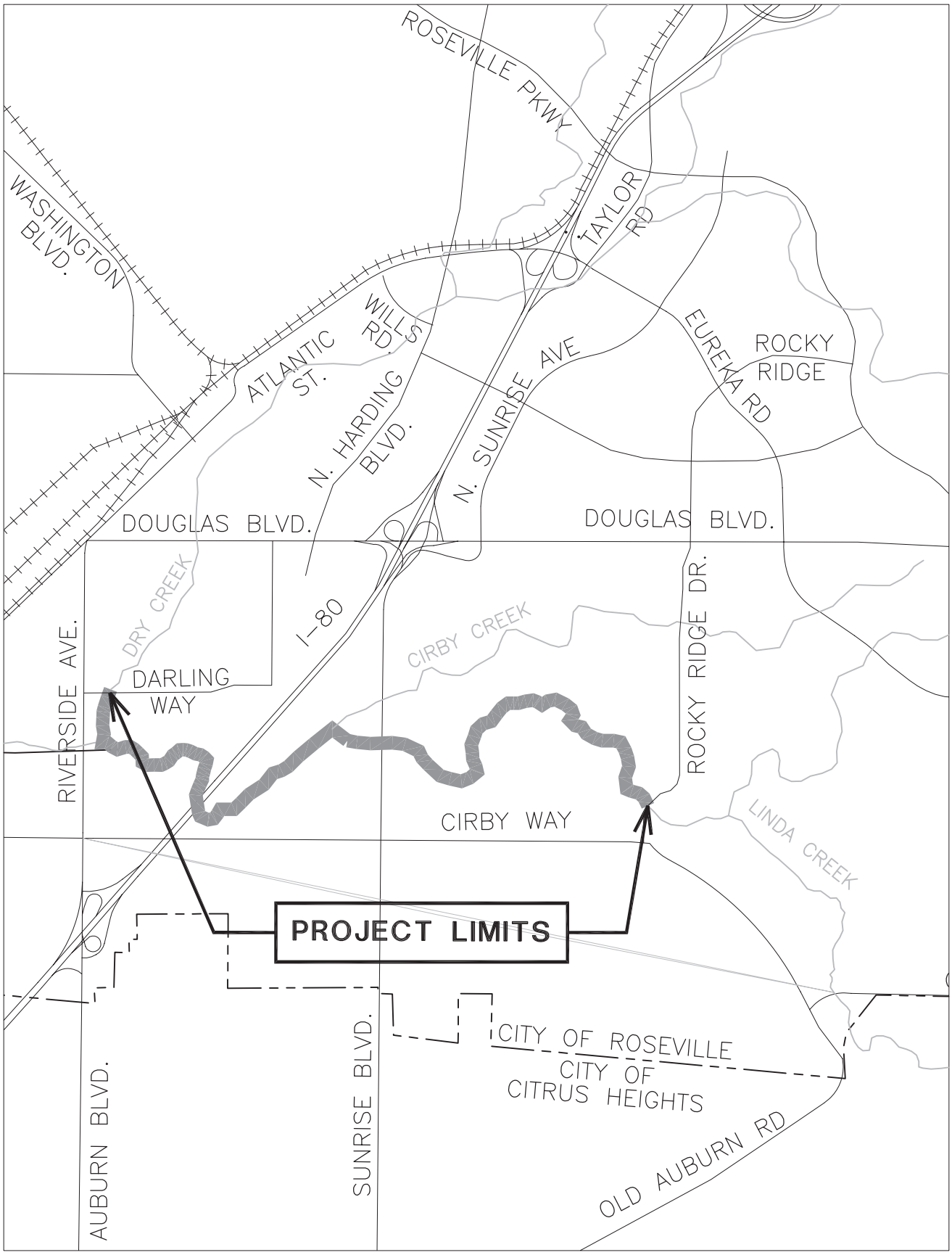
Location Map

Resolution 23-374

Agreement

Ordinance 6710

Budget Adjustment



LOCATION MAP

NO SCALE

RESOLUTION NO. 23-374

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANVIL BUILDERS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Dry Creek Greenway East Phase 1 Trail project, by and between the City of Roseville and Anvil 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

AGREEMENT

THIS AGREEMENT, is made and entered into this _____day of _____, 20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and Anvil Builders Inc., a California Corporation, ("CONTRACTOR"); and

WITNESSETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 21 day of June, 2023, approved plans and specifications for the Dry Creek Greenway East Phase 1 Trail Project and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 8 day of August, 2023; 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 20 day of September, 2023, 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 Dry Creek Greenway East Phase 1 Trail 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 twenty-three million nine hundred eighty-seven thousand three hundred fifty-seven dollars and fifty cents dollars ($23,987,357.50) 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 $ 9,500.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 320 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	CONTRACTOR
Department of Public Works/Engineering	Anvil Builders Inc.
311 Vernon Street	1550 Park Ave.
Roseville, CA 95678	Emeryville, CA 94608

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 STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

15. FEDERAL CONTRACTING REQUIREMENTS. CONTRACTOR shall adhere to all requirements set forth in the FHWA-1273 form entitled "Required Contract Provisions Federal-Aid Construction Contracts" which is attached hereto in its entirety as Exhibit "A" and incorporated herein by this reference. The current wage determination for federal minimum wage rates established by the United States Secretary of Labor referenced in Section IV of Exhibit "A" is set forth in Exhibit "B," also attached hereto and incorporated herein by this reference.

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

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Print Name: Jason Shykowski

Title: Public Works Director

Anvil Builders Inc, a
Contractor

BY: _____
its: Alan Guy, President

and

BY: _____
its: Ann Hauer, Chief Financial Officer

EXHIBIT “A”

FHWA-1273 Form

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval.

Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request

shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
    - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 320 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of Roseville the sum of $ 9,500 per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[*The following 12 pages must be physically inserted into the contract without modification. Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS*]

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b).The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	 19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 12 .

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Roseville :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Roseville approval for this submitted information before the prime contractor starts work. The City/County of Roseville credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Roseville reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

EXHIBIT “B”

Federal Minimum Wage Rates

"General Decision Number: CA20230007 07/28/2023

Superseded General Decision Number: CA20220007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/20/2023
3	02/03/2023
4	03/03/2023
5	03/10/2023
6	03/17/2023
7	03/31/2023

8	04/07/2023
9	04/14/2023
10	04/21/2023
11	04/28/2023
12	05/05/2023
13	06/02/2023
14	06/23/2023
15	06/30/2023
16	07/14/2023
17	07/28/2023

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 80.91	23.82
Area 2	$ 62.26	23.82

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 30.45	10.60
AREA 2	$ 36.53	9.27

BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 49.62	41.27
(2) Remaining Counties	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY

COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 49.32	22.65
AREA 2	$ 53.69	26.03

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-010 04/01/2022

	Rates	Fringes
TILE FINISHER		
Area 1	$ 31.12	16.11
Area 2	$ 30.90	17.87
Area 3	$ 33.86	17.74
Area 4	$ 31.89	17.18
Tile Layer		
Area 1	$ 51.02	19.35
Area 2	$ 50.66	20.77
Area 3	$ 55.41	20.87
Area 4	$ 52.28	20.79

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,

Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 63.07	3%+26.88
ELECTRICIAN	$ 56.06	3%+26.88

ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.51

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 29.35	3%+15.35
Sound & Communications Technician	$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two

(2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 45.06	34.09
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 42.50	20.95

ZONE RATE:

70-90 miles - $8.00 per hour
91+ miles - $10.00 per hour

ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 56.92	30.16

ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 46.64	25.30
Technician	$ 53.64	25.65

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having

floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 43.97	19.26

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 60.54	4.5%+22.15
(3) Tree Trimmer	$ 37.84	4.5%+14.30
(4) Line Equipment Man	$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen	$ 40.37	4.5%+14.30
(6) Groundman	$ 33.37	4.5%+14.30

ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 77.61	37.335+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2022

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 55.15	35.46
(2) Dredge Dozer; Heavy		

duty repairman.....$ 50.19 35.46
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 49.07 35.46
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 45.77 35.46
AREA 2:
(1) Leverman.....$ 57.15 35.46
(2) Dredge Dozer; Heavy
duty repairman.....$ 52.19 35.46
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 51.07 35.46
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 47.77 35.46

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 49.99	31.15
GROUP 1A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to

apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and

supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER	$ 41.00	33.70

IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA, PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER	$ 46.20	34.30

LABO0067-003 03/04/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties	$ 35.25	27.09
Remaining Counties	$ 34.25	27.09

LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 36.01	26.10
Area B	$ 35.01	26.10
Traffic Control Person I		
Area A	$ 36.31	26.10
Area B	$ 35.31	26.10
Traffic Control Person II		
Area A	$ 33.81	26.10
Area B	$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes

LABORER
Mason Tender-Brick.....$ 35.29 25.21

LABO0185-005 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 30.01	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31

GROUP 3.....$	28.66	22.31
GROUP 4.....$	28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....$	29.79	23.20
GROUP 2.....$	29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2022

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 34.48	26.21
Traffic Control Person I	$ 34.78	26.21
Traffic Control Person II	$ 32.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 07/01/2021

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 42.00	25.71
GROUP 2	$ 41.77	25.71
GROUP 3	$ 41.52	25.71
GROUP 4	$ 41.07	25.71
GROUP 5	$ 40.53	25.71
Shotcrete Specialist	$ 42.52	25.71

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2022

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.54	25.21

LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No

joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2022

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 33.48	26.21
Traffic Control Person I	$ 33.78	26.21
Traffic Control Person II	$ 31.28	26.21

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11

GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 35.84	25.91

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging

scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2022

	Rates	Fringes
Plasterer tender	$ 38.02	28.25

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 47.42	27.28

PREMIUMS:
EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 53.03	28.84

PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:	$ 38.23	22.05

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 55.25	32.63

PAIN0169-004 01/01/2023

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line

defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 55.77	32.45

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* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	$ 33.15	14.29
Spray Painter & Paperhanger	$ 34.81	14.29

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.27	16.47

PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below	$ 40.42	14.99

PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2023

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 46.24	25.96

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.70	31.68
AREA 355: Marin	$ 36.73	31.68
AREA 355: Napa & Sonoma Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration		

Fitter)
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....$ 69.70 46.38
(2) All other work - NEW CONSTRUCTION RATE.....$ 82.00 48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER	$ 44.75	37.89

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 58.00	40.48

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 47.54	17.11

PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

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* PLUM0442-003 07/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 51.90	35.64

PLUM0447-001 07/01/2023

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 61.12	28.75
Light Commercial Work	$ 36.23	17.72

ROOF0081-006 08/01/2022

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 50.27	20.66

ROOF0081-007 08/01/2022

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 43.13	19.71

SFCA0483-003 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 72.59	36.95

SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 46.46	27.39

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		

Mechanical Contracts
$200,000 or less.....$ 55.92 45.29
All other work.....$ 64.06 46.83

SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 47.85	41.90

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 35.16	35.88
Mechanical Jobs over $200,000	$ 46.60	40.21

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

ORDINANCE NO. 6710

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 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 2023-24, is hereby amended as listed on the attached budget adjustment for the Dry Creek Greenway East Phase 1 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: Cathy Gosalvez, Associate Engineer
FISCAL YEAR: 2023-24
PREPARER NAME & TITLE: Cathy Gosalvez, Associate Engineer
COUNCIL DATE (if applicable): 9/20/23
DEPARTMENT/DIVISION: Public Works/Engineering
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	6587	84001	400022	333,821	Increase budget for project construction - Congestion Mitigation and Air Quality (CMAQ) obligated
6520	6587	84001	400022	2,526,000	Increase budget for project construction - 2026 CMAQ future obligation
6520	6587	84001	400022	3,576,736	Increase budget for project construction - 2027 CMAQ future obligation
6520	6587	84001	400022	3,827,965	Increase budget for project construction
6520	5080	84001	400022	200,000	Increase budget for staff time
6130	6587	84001	400022	163,570	Increase budget for project construction
6130	5080	84001	400022	6,430	Increase budget for staff time
			TOTAL	10,634,522	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6520	4401	84001	400022	333,821	CMAQ Grant Funding-obligated, project CML-5182(058)
6520	4401	84001	400022	2,526,000	CMAQ Grant Funding-2026 future obligation
6520	4401	84001	400022	3,576,736	CMAQ Grant Funding-2027 future obligation
6520	4425	84001	400022	4,027,965	Local Transportation Fund
			TOTAL	10,464,522	

NET ADJUSTMENT	170,000	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6130				(170,000)	Reduce Water Rehabilitation Fund balance
			TOTAL	(170,000)	

Justification for Budget Adjustment:

The existing budget for 400022 - Dry Creek Greenway East Phase 1 Trail Project is $24,164,717. This budget adjustment is requested to increase the project budget by $10,634,522, for a revised project budget of $34,799,239.

This budget adjustment establishes funding for construction, construction management, environmental monitoring, material testing and staff time. The CMAQ grant funds include $333,821 of obligated funds and $6,102,736 of funds that are currently programmed for other projects that are in the process of being transferred, programmed, and awarded to this project (obligation anticipated Spring of 2024 and Spring of 2025).

In the unlikely event the anticipated CMAQ funds are not obligated to the project, staff will return to council with a recommended alternative funding source.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
Dennis Kauffman Digitally signed by Dennis Kauffman Date: 2023.08.31 13:29:30 -07'00'	8-30-23	Nancy Rothlisberger Digitally signed by Nancy Rothlisberger Date: 2023.08.30 16:59:41 -07'00'	
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY	DATE

Revised: June 24, 2019

8/30/20234:11 PM

COUNCIL COMMUNICATION

CC #: 2958
File #: 0300

Title:	Roseville Municipal Code Ordinances Regarding Syringe Exchange Programs
Contact:	Travis Cochran 916-774-5325 tecochran@roseville.ca.us Troy Bergstrom 916-774-5010 tbergstrom@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an urgency ordinance adding Chapter 9.90, titled "Syringe Exchange Programs", to Title 9 of the Roseville Municipal Code regarding syringe exchange programs and disposal of syringes and sharps. Simultaneously, staff further recommends that the City Council introduce for first reading a non-urgency ordinance adding Chapter 9.90, titled "Syringe Exchange Programs", to Title 9 of the Municipal Code, also regarding syringe exchange programs and disposal of syringes and sharps.

BACKGROUND

In August 2023, the Roseville Police Department received a notification concerning an application received by the California Department of Public Health (CDPH), submitted by Safer Alternatives through Networking & Education (SANE), seeking authorization to establish a syringe exchange program that would operate in a portion of Placer County, including within the City of Roseville.

Pursuant to Health and Safety Code section 121349 et seq., CDPH may approve syringe exchange programs to provide sterile syringes and collect used syringes for people who inject drugs. Such approval may be granted by CDPH despite the objections of the local agencies in the area within which the program will operate. According to the CDPH, there are more than sixty syringe exchange programs operating in California.

While the California Health and Safety Code and California Code of Regulations provide some general parameters for operating a syringe exchange program approved by CDPH, such regulations are not exhaustive. Additionally, even though state law requires used syringes and sharps be disposed of in a very specific manner (e.g., being placed in a sharps container and transported to an authorized collection center), and prohibits the loose disposal of home-generated syringe waste (e.g., syringes cannot be discarded in trash or recycling containers), certain individuals within the community continue to dispose of their used and potentially contaminated sharps and syringes in manners that increase the risk that others will come into contact with them. Such sharps and syringe waste represents a significant public health hazard for all community members and visitors, as well as to city staff, through unnecessary exposure and

risk of injury due to improper disposal of syringes. Improper disposal of used syringes and sharps has been documented in parks, roads, sidewalks, trails and open spaces, parking lots, vacant buildings, and other areas throughout the City.

Upon review of the application submitted to CDPH by SANE, City staff noted several significant concerns with the proposed operation of the syringe exchange program. Notably, SANE's application is generally lacking in information and specific details regarding its proposed operation, creating significant questions regarding SANE's process for dispensing syringes and an overall lack of accountability for collection of used supplies, especially sharps and syringes.

SANE has offered "home delivery/pickup" to areas in southwest Placer County. However, detailed information regarding such delivery is lacking. There is no mention of a specific fixed location or whether "home delivery" requires delivery to a location with a mailing address, or alternatively, if "home delivery" is intended to cover any type of location whereby an individual requests delivery (e.g., a park, open space, parking garage or parking lot, etc.). Without specifics regarding a delivery location or a specific location for needle drop-off, the City cannot fully evaluate the impact to the community, nor can SANE or CDPH ensure the fidelity of the program if approved. This also raises significant concerns about the ability to collect used needles in a sanitary capacity that will effectively reduce harm to either the user or innocent citizen that may contact an improperly discarded syringe at a park, walking trail, or other public location.

The information provided for the return/exchange/collection of syringes, sharps, and other waste is equally deficient, and does not appear to be specific to ensure a consistent option for returning used syringes or a location where users can responsibly dispose of the syringes in the interest of public health. The application only mentions that users can arrange for pick-up during delivery hours or drop off sharps waste during office hours. However, both delivery and office hours are limited, there is no mention of where drop-off locations will be located, and there is no information about what plan SANE has to address individuals who want to discard used syringes outside of these two limited options. It is irresponsible and contrary to public health to assume that those in need of syringe exchange services will always plan ahead with requesting pick-up of used syringes or will make arrangements to ensure return of used syringes to fixed locations (which again, are not specified in the application).

Further, SANE does not appear to offer a specific plan to account for needle and syringe exchanges. The number of syringes delivered and collected should be scrupulously accounted for. Instead, SANE appears to rely on estimated numbers of syringes dropped off or collected, which provides little confidence from the public's standpoint about overall program management and safety practices, and again, increases the risk of community members coming into contact with improperly disposed of used and potentially contaminated sharps, syringes, and other waste.

After evaluating SANE's application, City staff developed comments identifying the many deficiencies with respect to SANE's proposed plan and the negative impacts to public health and safety that may be created without additional regulation, like the proper disposal and/or collection of sharps, syringes, and other waste. These comments were submitted by Chief Bergstrom to CDPH on approximately September 4th and are included herewith for reference.

If SANE's syringe exchange program is approved as currently proposed, there will be significant and immediate risks to the public's health, safety, and welfare due to the increased improper disposal of sharps, syringes, and other corresponding waste that will occur in light of the influx of syringes being distributed, which SANE expects to be approximately 200,000 per year.

No provisions of the existing Roseville Municipal Code specifically address syringe exchange programs. Thus, the proposed Urgency Ordinance and non-urgency Ordinance before Council for consideration will make certain actions a public nuisance and regulate syringe exchange programs within the city to ensure that such programs operate in conformity with state law. Such Ordinances will also impose regulations to minimize the significant and imminent threats to public health and safety caused by improper disposal of used sharps and syringes and the congregation of persons who regularly inject drugs near schools, parks, playgrounds, and other sensitive locations. A brief summary of the regulations and restrictions to be imposed by Chapter 9.90 are set forth below:

- All syringe exchange programs, except those specifically approved by CDPH pursuant to the California Health and Safety Code, are prohibited.

- Syringe exchange programs are prohibited from being operated within 600 feet of any public or private school, day care center, playground, public park, community center, or library, unless the services are provided on a private residential property.

- Syringe exchange programs are prohibited from providing syringes to any participant unless it also gives the participant a proper sharps container or determines to a reasonable degree of certainty that the participant already has a sharps container available for proper disposal of sharps and syringes.

- Syringe exchange programs are prohibited from providing syringes to any participant that is known to have improperly disposed of sharps or syringes previously provided to the participant.

- Each sharp or syringe used to inject drugs must be disposed of and secured in a proper sharps container after its first use.

- Disposal of sharps, syringes, and all corresponding waste must be consistent with state and local law, and discarding of sharps or syringes in any place or manner such that they may come into contact with any other person is prohibited.

City staff is aware of other local agencies that have adopted ordinances that completely ban operation of all syringe exchange programs, including those approved by CDPH under the California Health and Safety Code. At this time, city staff cannot recommend taking such action. The California Health and Safety Code provides says that CDPH may authorize such programs "notwithstanding any other law", which suggests that any local prohibition against all syringe exchange programs is preempted and would not be enforceable. Further, in October 2021, the applicable provisions of the California Code of Regulations were amended to specifically remove language that previously stated any approved program must be subject to all "local ordinances". This also suggests that local ordinances conflicting with syringe exchange programs operating under state law may be unenforceable.

On the other hand, it does not appear that the City is flatly prohibited from imposing some local regulations on a syringe exchange program, even if such program is approved by CDPH and operating under state law. Local regulations that supplement state law, so long as they are not in direct conflict, are permitted. Additionally, as a charter city, the City of Roseville has supremacy over all municipal affairs, and the City's local regulations may prevail even if in conflict with state law so long as the regulation addresses local municipal issues and not those of statewide concern.

Here, the regulations being proposed through Chapter 9.90 have been drafted to supplement state law and impose additional requirements necessary to protect public health, safety, and welfare. Staff believes that such regulations do not conflict with state law, and instead, it will be possible for approved programs to follow both state law and the City's local regulations. Further, to the extent there is any possible conflict between state law and these regulations, such regulations are intended to specifically address municipal affairs and the local impacts created by the approval and operation of syringe exchange programs within the City. They do not completely prohibit syringe exchange programs operating under state law or impede the broader health concerns that such syringe exchange programs are intended to address. It should be noted, though, that this area of the law is unsettled, and no significant guidance has been provided by the courts or the legislature regarding the interrelation between state law and local ordinances addressing syringe exchange programs.

FISCAL IMPACT

There is no fiscal impact associated with the proposed Ordinances.

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 ordinances meet the above criteria and are not subject to CEQA. No additional environmental review is required.

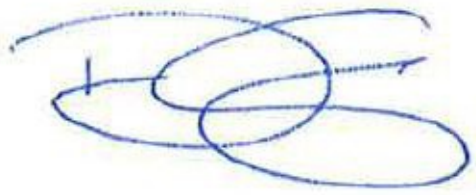
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Maintain a safe and healthy community
Goal F – Deliver exceptional City services

Respectfully Submitted,

Travis Cochran, Deputy City Attorney

Michelle Sheidenberger, City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6717

RMC 9.90 Ordinance - First Reading

Letter to CDPH re SANE Application

Public Comments Received After Posting of Agenda

Public Comments Received After Posting of Agenda 2

ORDINANCE NO. 6717

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 9.90 TO TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SYRINGE EXCHANGE PROGRAMS, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE SEPTEMBER 20, 2023 AS AN URGENCY MEASURE

WHEREAS, according to the California Department of Public Health, there are more than sixty (60) syringe exchange programs operating in California that provide sterile syringes to, and collect used syringes from, people who inject drugs; and

WHEREAS, California Health and Safety Code Section 121349 et seq., provides that a syringe exchange program may be authorized to operate by the California Department of Public Health, even despite local objection; and

WHEREAS, since 2015, licensed pharmacies throughout California have been authorized to sell syringes to adults without a prescription with no limits on the number of syringes that may be sold; and

WHEREAS, California law allows a person eighteen (18) years of age and older to purchase and possess an unlimited number of syringes for personal use when acquired from a pharmacy, physician or authorized syringe exchange program; and

WHEREAS, no provision of the Roseville Municipal Code specifically addresses syringe exchange programs; and

WHEREAS, while the California Health and Safety Code and California Code of Regulations provide some general parameters for operating a syringe exchange program, such regulations are not exhaustive; and

WHEREAS, absent sufficient local regulation, syringe exchange programs may operate in a manner that creates significant negative impacts on the public health and welfare; and

WHEREAS, although the California Health and Safety Code requires that used syringes and other sharps be stored, transported, and disposed of in a specific manner, and prohibits the loose disposal of sharps, syringes and corresponding waste in trash or recycling contains, certain individuals within the community who inject drugs have and continue to improperly dispose of used and potentially contaminated sharps and syringes, which has direct and negative impacts on the public health and safety of the entire Roseville community and increases the risk of community members coming into contact with used and potentially contaminated sharps and syringes; and

WHEREAS, used and potentially contaminated sharps, syringes, and corresponding waste represent a significant public health hazard for all community members and visitors of the city, as well as to city staff, including but not limited to those in the police, fire, code enforcement, environmental utilities, electric utility, parks and recreation, public works, and

building departments and divisions through unnecessary exposure and risk of injury due to improper disposal of such sharps, syringes, and corresponding waste, which presents an imminent threat to the health, safety, and welfare of the community; and

WHEREAS, additional local regulation of syringe exchange programs is necessary to minimize the significant and imminent threat to the health, safety, and welfare of the community and to mitigate the demonstrated negative effects of syringe exchange programs, including but not limited to the improper disposal of sharps, syringes, and other corresponding waste, and the congregation of persons who regularly inject drugs near schools, parks, playgrounds, and other sensitive areas within the city; and

WHEREAS, pursuant to the city's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council of the City of Roseville has the authority to enact and enforce ordinances and regulations for the public peace, health and welfare of the city and its residents; and

WHEREAS, Government Code Section 38771 authorizes the city, through its legislative body, to declare actions and activities that constitute a public nuisance; and

WHEREAS, the City of Roseville is a charter city, incorporated under the laws of the State of California, and under Article I, Section 1.07 of the City Charter, the city has the power and authority to make and enforce all laws and regulations in respect to municipal affairs; and

WHEREAS, Article 5, Sections 5.02 and 5.03 of the City Charter, authorize the city to enact ordinances, and further authorize the City to make ordinances effective immediately when such ordinances are necessary for the preservation of the public peace, health or safety so long as adopted by the affirmative vote of not less than three councilmembers if three or four councilmembers are present, or by the affirmative vote of not less than four councilmembers if five councilmembers are present; and

WHEREAS, the City of Roseville desires to exercise its local powers and authorities to regulate syringe exchange programs within the city to ensure that such programs operate in conformity with state law, and to minimize the significant and imminent threat to the health, safety, and welfare of the community caused by improper disposal of used sharps, syringes, and other corresponding waste, and the congregation of persons who regularly inject drugs near schools, parks, playgrounds, and other sensitive locations; and

WHEREAS, based on the findings, above, the City Council of the City of Roseville has determined that there exists a threat to public health, safety and welfare if the City does not add Chapter 9.90 to Title 9 of the Municipal Code to regulate syringe exchange programs and the safe disposal of sharps and syringes within the city, and that such regulations fall within broad authorities of the city to enact ordinances and regulations for the public peace, health and welfare and to make and enforce regulations in respect to its municipal affairs; and

NOW, THEREFORE, THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 9.90 is hereby added to Title 9 of the Roseville Municipal Code to read as follows:

Chapter 9.90

SYRINGE EXCHANGE PROGRAMS

Sections:

9.90.010 Purpose.
9.90.020 Definitions.
9.90.030 Unauthorized needle exchange programs—Prohibited.
9.90.040 Operation of syringe exchange programs—Restrictions and regulation.
9.90.050 Disposal of sharps.
9.90.060 Public nuisance declared.
9.90.070 Penalties for violations.
9.90.080 Conformance to law.
9.90.090 Severability.

9.90.010 Purpose.

The purpose and intent of this chapter is to protect the health, safety and welfare of the public by regulating syringe exchange programs and providing for the safe disposal of sharps, syringes, and corresponding waste.

9.90.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

A. "Participant" means a person who uses syringe exchange services.

B. "Person" means an individual, partnership, corporation, joint venture, or other entity of any nature.

C. "Sharps" means a device that has acute rigid corners, edges, or protuberances capable of cutting or piercing, including, but not limited to syringes, needles, and lancets.

D. "Sharps container" means a puncture-resistant plastic container with leak-resistant sides and bottom, and a tight fitting, puncture-resistant lid, meeting the standards of and receiving approval from the United States Food and Drug Administration as a medical device used for the collection of discarded medical needles, syringes, or other sharps.

E. "Staff" means anyone who provides syringe exchange services on behalf of a syringe exchange program.

F. “Syringe” means both the needle and syringe used to inject fluids into the body, referred to in California Health and Safety Code Section 121349, as may be amended from time to time, as a ‘hypodermic needle and syringe’.

G. “Syringe exchange program” means a program operating within the jurisdictional boundaries of the City of Roseville that acts as a point of access to health education and care for people who inject drugs, where hypodermic needles and syringes are dispensed, or where used hypodermic needles and syringes are collected pursuant to the authority of Chapter 18 of Part 4 of Division 105 of the California Health and Safety Code, as may be amended from time to time, such that persons participating in and/or operating such programs are exempted from criminal prosecution for acts related to the possession of hypodermic needles and syringes.

9.90.030 Unauthorized needle exchange programs—Prohibited.

Except as otherwise provided in California Health and Safety Code Section 121349 et seq., as may be amended from time to time, it shall be unlawful for any person to own, manage, conduct, or operate any syringe exchange program on public and/or private property within the jurisdictional limits of the city.

9.90.040 Operation of syringe exchange programs—Restrictions and regulation.

A. No person may conduct or operate any syringe exchange program without approval of the California Department of Public Health pursuant to Health and Safety Code Section 121349 et seq., and such approval must be maintained at all times during the operation of such syringe exchange program.

B. No person may conduct, operate, or engage in any syringe exchange program, including any staff providing syringe exchange services, or any participant receiving or using syringe exchange services, within a six hundred (600) foot radius of any public or private school, day care center, playground, public park, community center, or library, unless such syringe exchange services are provided on a private residential property having a valid street address.

C. No participant or other person receiving syringes through any syringe exchange program may give, sell, trade, or otherwise transfer any syringe(s) so received to any other person.

D. No person conducting or operating any syringe exchange program, including staff providing syringe exchange services, shall provide any syringe(s) to a participant unless a sharps container is also given to the participant at the time any syringes are provided, or it is determined to a reasonable degree of certainty that the participant possess or has access to a readily available sharps container that will allow for prompt disposal of used sharps and syringes immediately after use thereof.

E. No person conducting or operating any syringe exchange program, including staff providing syringe exchange services, shall provide any syringe(s) to any participant where such person or staff has actual or constructive notice that said participant has improperly disposed of

any syringes or other sharps previously provided through the syringe exchange program to the participant. For purposes of this paragraph, constructive notice shall be effected when, based on all of the relevant facts and circumstances, a reasonable person would know that the subject participant has improperly disposed of any sharps of syringes previously provided to the participant through the syringe exchange program.

F. No person conducting or operating any syringe exchange program, including staff providing syringe exchange services, shall provide any syringe(s) to any participant under the age of eighteen (18) without a parent or guardian present.

9.90.50 Disposal of sharps.

A. Each syringe or sharps used in any way for the injection of a substance into the body shall be disposed of and secured in a sharps container immediately after its first use.

B. All disposal of sharps and sharps containers shall comply with California Health and Safety Code Section 118275 et seq., as may be amended from time to time, and Roseville Municipal Code Section 9.12.150, as may be amended from time to time.

C. It shall be unlawful for any participant or person to leave any used sharps or syringe in any location, place, or manner such that the sharps or syringe is able to come into contact with any other person.

D. It shall be unlawful for any participant or person to discard or otherwise dispose of any used sharps or syringe in any garbage receptacle, recycling receptacle, sink, toilet, or any other bin or receptacle that is not specifically designed for disposal of used sharps and syringes.

9.90.060 Public nuisance declared.

Any violation of the provisions of this chapter is hereby declared a public nuisance and may be abated by all available means.

9.90.070 Penalties for violations.

Violation of any provision of this chapter may be charged as an administrative citation, infraction, or misdemeanor, at the discretion of the City Attorney.

9.90.080 Conformance to law.

The provisions of this chapter shall be interpreted in accordance with otherwise applicable state and federal law(s) and will not apply if determined by the city to be in violation of any such law(s).

9.90.090 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 2. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect September 20, 2023. A statement of urgency is as follows:

> It is necessary to add Chapter 9.90 of Title 9 of the Roseville Municipal Code to ensure that needle exchange programs operate in conformity with state law, and to minimize the significant and imminent impacts to the community caused by improper disposal of used sharps and syringes and the congregation of persons who regularly inject drugs near schools, parks, playgrounds, and other sensitive locations, which are necessary for the protection of the public peace, health, safety and welfare.

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 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

ORDINANCE NO. ____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 9.90 TO TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SYRINGE EXCHANGE PROGRAMS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 9.90 is hereby added to Title 9 of the Roseville Municipal Code to read as follows:

Chapter 9.90

SYRINGE EXCHANGE PROGRAMS

Sections:

9.90.010 Purpose.

9.90.020 Definitions.

9.90.030 Unauthorized need exchange programs—Prohibited.

9.90.040 Operation of syringe exchange programs—Restrictions and regulation.

9.90.050 Disposal of sharps.

9.90.060 Public nuisance declared.

9.90.070 Penalties for violations.

9.90.080 Conformance to law.

9.90.090 Severability.

9.90.010 Purpose.

The purpose and intent of this chapter is to protect the health, safety and welfare of the public by regulating syringe exchange programs and providing for the safe disposal of sharps, syringes, and corresponding waste.

9.90.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

A. "Participant" means a person who uses syringe exchange services.

B. "Person" means an individual, partnership, corporation, joint venture, or other entity of any nature.

C. "Sharps" means a device that has acute rigid corners, edges, or protuberances capable of cutting or piercing, including, but not limited to syringes, needles, and lancets.

D. "Sharps container" means a puncture-resistant plastic container with leak-resistant sides and bottom, and a tight fitting, puncture-resistant lid, meeting the standards of and

receiving approval from the United States Food and Drug Administration as a medical device used for the collection of discarded medical needles, syringes, or other sharps.

E. "Staff" means anyone who provides syringe exchange services on behalf of a syringe exchange program.

F. "Syringe" means both the needle and syringe used to inject fluids into the body, referred to in California Health and Safety Code Section 121349, as may be amended from time to time, as a 'hypodermic needle and syringe'.

G. "Syringe exchange program" means a program operating within the jurisdictional boundaries of the City of Roseville that acts as a point of access to health education and care for people who inject drugs, where hypodermic needles and syringes are dispensed, or where used hypodermic needles and syringes are collected pursuant to the authority of Chapter 18 of Part 4 of Division 105 of the California Health and Safety Code, as may be amended from time to time, such that persons participating in and/or operating such programs are exempted from criminal prosecution for acts related to the possession of hypodermic needles and syringes.

9.90.030 Unauthorized needle exchange programs—Prohibited.

Except as otherwise provided in California Health and Safety Code Section 121349 et seq., as may be amended from time to time, it shall be unlawful for any person to own, manage,

conduct, or operate any syringe exchange program on public and/or private property within the jurisdictional limits of the city.

9.90.040 Operation of syringe exchange programs—Restrictions and regulation.

A. No person may conduct or operate any syringe exchange program without approval of the California Department of Public Health pursuant to Health and Safety Code Section 121349 et seq., and such approval must be maintained at all times during the operation of such syringe exchange program.

B. No person may conduct, operate, or engage in any syringe exchange program, including any staff providing syringe exchange services, or any participant receiving or using syringe exchange services, within a six hundred (600) foot radius of any public or private school, day care center, playground, public park, community center, or library, unless such syringe exchange services are provided on a private residential property having a valid street address.

C. No participant or other person receiving syringes through any syringe exchange program may give, sell, trade, or otherwise transfer any syringe(s) so received to any other person.

D. No person conducting or operating any syringe exchange program, including staff providing syringe exchange services, shall provide any syringe(s) to a participant unless a sharps container is also given to the participant at the time any syringes are provided, or it is determined

to a reasonable degree of certainty that the participant possess or has access to a readily available sharps container that will allow for prompt disposal of used sharps and syringes immediately after use thereof.

E. No person conducting or operating any syringe exchange program, including staff providing syringe exchange services, shall provide any syringe(s) to any participant where such person or staff has actual or constructive notice that said participant has improperly disposed of any syringes or other sharps previously provided through the syringe exchange program to the participant. For purposes of this paragraph, constructive notice shall be effected when, based on all of the relevant facts and circumstances, a reasonable person would know that the subject participant has improperly disposed of any sharps of syringes previously provided to the participant through the syringe exchange program.

F. No person conducting or operating any syringe exchange program, including staff providing syringe exchange services, shall provide any syringe(s) to any participant under the age of eighteen (18) without a parent or guardian present.

9.90.50 Disposal of sharps.

A. Each syringe or sharps used in any way for the injection of a substance into the body shall be disposed of and secured in a sharps container immediately after its first use.

B. All disposal of sharps and sharps containers shall comply with California Health and Safety Code Section 118275 et seq., as may be amended from time to time, and Roseville Municipal Code Section 9.12.150, as may be amended from time to time.

C. It shall be unlawful for any participant or person to leave any used sharps or syringe in any location, place, or manner such that the sharps or syringe is able to come into contact with any other person.

D. It shall be unlawful for any participant or person to discard or otherwise dispose of any used sharps or syringe in any garbage receptacle, recycling receptacle, sink, toilet, or any other bin or receptacle that is not specifically designed for disposal of used sharps and syringes.

9.90.060 Public nuisance declared.

Any violation of the provisions of this chapter is hereby declared a public nuisance and may be abated by all available means.

9.90.070 Penalties for violations.

Violation of any provision of this chapter may be charged as an administrative citation, infraction, or misdemeanor, at the discretion of the City Attorney.

9.90.080 Conformance to law.

The provisions of this chapter shall be interpreted in accordance with otherwise applicable state and federal law(s) and will not apply if determined by the city to be in violation of any such law(s).

9.90.090 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 2.

This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

ROSEVILLE POLICE DEPARTMENT
1051 Junction Blvd.
Roseville, CA 95678
Troy Bergstrom, Chief of Police

DATE: September 4, 2023

TO: Marjorie Katz
California Department of Public Health

FROM: Troy Bergstrom
Chief of Police

RE: SANE Application Comments

On behalf of the Roseville Police Department and the City of Roseville, following is our response to the application by SANE for the syringe services program here in Placer County and specifically here in the City of Roseville. We have reviewed SANE's application and have a series of concerns and comments with the application as follows:

- There is concern about the parameters of the delivery of syringes and supplies program as it is loosely defined in the proposal as offering "home delivery and pickup" to areas in southwest Placer County. Under Section 6 of the "Program Information/Statement of Need" portion of the Application, SANE fails to describe what type of home delivery and pick-up is contemplated. There is no mention of a specific fixed location or whether "home delivery" requires delivery to a location with a mailing address, or alternatively if "home delivery" is intended to cover any type of location whereby an individual requests delivery (e.g., a park, open space, parking garage or parking lot, etc.) Without specifics regarding a delivery location or a specific location for needle drop-off, how can we be certain of where syringes will be delivered and how would accountability to that process be ensured so that we do not have boxes of syringes being delivered anywhere without oversight? This also raises the question about the ability to collect used needles in a sanitary capacity that will effectively reduce harm to either the user or innocent citizen that may happen upon an inappropriately discarded syringe at a park, walking trail, or other common location.

- In line with the above lack of specifying what "home delivery" means, in the Proposal Needs statement under Section 9, the proposal talks primarily about homeless needs. Yet the proposal does not address how it would deliver syringes and other services to our homeless population as the proposal only generally talks about "home delivery". How would the program deliver to our homeless population? How would they ensure our parks and other spaces do not become drop off points for syringes and "supplies" where these supplies are common items used to facilitate the use of drugs? There are no parameters identified in the proposal for how this would occur in a proposal that is clearly identified to deliver these supplies to our homeless population wrapped in a proposal for "home delivery".

- One of SANE's main services offered in the application is a rapid, on-site HIV and HCV screening. It appears however, that is a service only offered in Sacramento, which is an inconvenient distance for residents of Roseville to take advantage of this offering. This is particularly difficult for those experiencing homelessness or have limited options for travel, or those who simply need this

service closer to their county of residence where they may already be accessing programs offered through Placer County Health and Human Services. Has SANE done any outreach through Placer HHS to see what is offered in our community and how those services are offered? If SANE is going to offer services in our community, a basic first step would have been to ask our local providers what is already offered and what is needed. Those questions do not appear to have been asked before this proposal was submitted.

- The information provided for the return/exchange/collection of syringes and needles does not appear to be specific to ensure a consistent option for returning used syringes or a location where users can responsibly dispose of the syringes in the interest of public health. The applicational only mentions that users can arrange for pick-up *during delivery hours* or drop off sharps waste *during office hours*. However, both delivery and office hours are limited, there is no mention of where drop-off locations will be located, and there is no information about what plan SANE has to address individuals who want to discard used syringes outside of these two limited options. It seems presumptuous to assume that those in need of needle exchange services will always plan ahead with requesting pick-up of used needles or will make arrangements to ensure return of used needles to fixed locations (which again, do not appear to be specified in the application). Without fidelity to a specific plan for collection, users may leave used needles in places where children or other citizens come upon them jeopardizing their health and safety. This ties directly into the programs' delivery of these items to our homeless population where discarding these items in a safe manner would be of great concern to our community.

- SANE does not appear to offer a specific plan to account for needle and syringe exchanges. The number of needles delivered and collected should be scrupulously accounted for. Instead, SANE appears to rely on estimated numbers of needles dropped off or collected, which provides little confidence from the public's standpoint about overall program management and safety practices.

- SANE does not offer a partnership with local providers who need to collaborate for program legitimacy and effectiveness. Additionally, who is SANE accountable to in the event they do not act according to the standards set forth in the application? What overarching program exists to provide oversight, accountability, and management for needle users so the exchange is taking place with the entirety of public health in mind? Time and investment on SANE's behalf seem necessary to facilitate that support from County partnerships who are daily engaged with those SANE seeks to serve. If a true partnership with our community was what SANE was interested in building, they could have heard our community's concerns ahead of time, worked to alleviate those concerns, and submitted plans for addressing those concerns in their application, however that was not done.

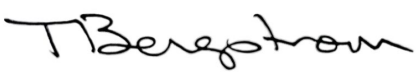
- Community Outreach ahead of the program appears to have been limited to non-existent. Under the section "steps program has taken to address any reasonable concerns" there is a list of fifteen neighborhood associations in our City, however there is no information included as to whether any outreach was actually done with any of these neighborhoods. Our Department is well connected to our Roseville Coalition of Neighborhood Associations (RCONA) where this list of neighborhoods was obtained. If this proposal had been made to any of these associations, I am highly confident the associations next steps would have been to contact our Department to get more information. We have received no feedback from our neighborhood associations which leads me to believe this was just a list taken from the internet for the application process and no actual outreach has been done. Had that outreach been done, you would likely find widespread objection to a syringe delivery program in our neighborhoods.

The Roseville Police Department is highly integrated with Placer County Health and Human Services in providing needed services to our community. As a result, we rely heavily on the expertise of Placer HHS

when implementing or supporting new programs in our city. There may be some potential service gaps that SANE could fill in order to provide residents with a broader harm reduction. However, without an endorsement from our local health authority that this is a viable program to assist our community, it is difficult to support this program. It is our request that SANE collaborate with Placer County HHS to learn what services are offered here and how they could help. Further, they need to engage in community engagement and learning prior to offering needle exchange services. This learning process is important for hearing from our residents about solutions that would support both those in need of services alongside the needs of our community where services are offered. However, nowhere in the application is there evidence of this collaboration that would be required before our Department could support this program application. Without these very necessary questions answered in their proposal, our Department is against the proposal to the California Department of Public Health and request that you deny the application as submitted.

Thank you again for the opportunity to provide comment and if you have any questions regarding our comments or need any additional information, we would be more than happy to participate in a meeting to discuss this further.

Respectfully Submitted,



Troy Bergstrom
Chief of Police
Roseville Police Department
(916) 774-5010
tbergstrom@roseville.ca.us

Item 9.2

Avalos, Carmen

From: Dreyer, Helen
Sent: Wednesday, September 20, 2023 3:35 PM
To: Avalos, Carmen
Subject: FW: Opposition to AGENGA ITEM #9.2

-----Original Message-----
From: City Council Mail <CityCouncil@roseville.ca.us>
Sent: Wednesday, September 20, 2023 10:54 AM
To: City Council <CityCouncil3@roseville.ca.us>
Cc: City Attorney <CityAttorney@roseville.ca.us>; Dreyer, Helen <hdreyer@roseville.ca.us>
Subject: FW: Opposition to AGENGA ITEM #9.2

Hello,

City Council received this email this morning regarding tonight's September 20th Agenda item 9.2 - Roseville Municipal Code Ordinances regarding Syringe Exchange Programs.

Thank you,

Cary

-----Original Message-----
From: HEIDI HARRISON <heidi_harrison@sbcglobal.net>
Sent: Wednesday, September 20, 2023 9:01 AM
To: City Council Mail <CityCouncil@roseville.ca.us>
Subject: Opposition to AGENGA ITEM #9.2

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Members of Roseville City Counsel,

My family opposes an Ordinance that allows distribution of syringes in the City of Roseville. We already feel uneasy with the number of unhoused people hanging around Roseville parks. Providing free needles is encouraging illegal activity! Free needles means MORE NEEDLES in our parks, streets and schools!

It is our job as adults and responsible citizens to keep our children safe!

You must VOTE NO on agenda item 9.2!

Thank you,
Heidi Harrison
(916)316-1966

Item 9.2

Avalos, Carmen

From: Cochran, Travis
Sent: Wednesday, September 20, 2023 2:44 PM
To: City Clerk
Subject: FW: Addition to Title 9 / Item 9.2

Good afternoon,

Just forwarding this public comment regarding Item 9.2 that both Chief Bergstrom and I received directly.

Thank you,

Travis Cochran
Deputy City Attorney
City Attorney's Office
o: (916) 774-5325
f: (916) 773-7348

Civic Center | 311 Vernon Street | Roseville, CA | 95678

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From: bgomoore@surewest.net <bgomoore@surewest.net>
Sent: Wednesday, September 20, 2023 12:48 PM
To: Cochran, Travis <TECochran@roseville.ca.us>
Subject: Addition to Title 9

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Mr. Cochran,
My name is Bruce O'Moore. I am a resident of Roseville and have been for over 20 years. Please understand we as citizens appreciate all that you do for our community. I urge you to remove your recommendation and endorsement of the addition of chapter 9.90 "Syringe Exchange Programs" to Title 9 of the Roseville Municipal Code. As a lifelong diabetic I am well versed in the proper use and care required to use syringes. This action will do nothing to enhance the lives neither of the individuals who cannot get the prescription required to purchase syringes, nor the other citizens of Roseville who do not engage in these activities. More than likely it will will have a corrosive action on the quality of the lives of all the citizens of Roseville. It will certainly cause a migration of users to our city and therefore cause an increased burden on the police and fire departments. To be blunt, if you have ever put out food for one stray cat you know what follows..

Again I urge you to withdraw your recommendation of this action.

Item 9.2

Avalos, Carmen

From: Dreyer, Helen
Sent: Wednesday, September 20, 2023 3:34 PM
To: Avalos, Carmen
Subject: FW: Syringe Exchange Programs

-----Original Message-----
From: City Council Mail <CityCouncil@roseville.ca.us>
Sent: Wednesday, September 20, 2023 3:27 PM
To: City Council <CityCouncil3@roseville.ca.us>
Cc: City Attorney <CityAttorney@roseville.ca.us>; Dreyer, Helen <hdreyer@roseville.ca.us>
Subject: FW: Syringe Exchange Programs

Hello,

City Council received this email this afternoon regarding tonight's September 20th Agenda item 9.2 - Roseville Municipal Code Ordinances regarding Syringe Exchange Programs.

Thank you,

Cary

-----Original Message-----
From: Ryan and Angie Nakao <ranakao@gmail.com>
Sent: Wednesday, September 20, 2023 3:13 PM
To: City Council Mail <CityCouncil@roseville.ca.us>
Subject: Syringe Exchange Programs

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council,
I recently saw that a Syringe Exchange Program is being discussed at the city council meeting tonight. I'm really confused that the city would consider this. I don't understand. Roseville is a place to raise our families. As a mother of 5, my children's safety is a high priority. Illegal drugs are ILLEGAL! Giving out needles ENCOURAGES ILLEGAL BEHAVIOR! I don't care if they're going to do it anyway. Our city needs to stand for what's right. And the wording that the city willadopt only CDPH approved programs is RIDICULOUS! Who cares what the CDPH approves! People are fleeing California's populous cities and coming to nice places like Roseville to get away from these very things. NO SYRINGE PROGRAMS!! If there are dangerous with improperly discarded sharps, please focus on discarding sharps- NOT BRINGING MORE CONTAMINATED NEEDLES INTO OUR COMMUNITY! This is absolutely unacceptable.
Sincerely,
Angie Nakao
Roseville Resident

Item 9.2

Six, Katrina

From: Dreyer, Helen
Sent: Wednesday, September 20, 2023 3:55 PM
To: Six, Katrina
Subject: FW: Agenda Item 9.2 for 9/20/23 meeting

From: City Council Mail <CityCouncil@roseville.ca.us>
Sent: Wednesday, September 20, 2023 3:47 PM
To: City Council <CityCouncil3@roseville.ca.us>
Cc: City Attorney <CityAttorney@roseville.ca.us>; Dreyer, Helen <hdreyer@roseville.ca.us>
Subject: FW: Agenda Item 9.2 for 9/20/23 meeting

Hello,

City Council received this email this afternoon regarding tonight's September 20th Agenda item 9.2 - Roseville Municipal Code Ordinances regarding Syringe Exchange Programs.

Thank you,

Cary

From: onedropinCa <onedropinCa@proton.me>
Sent: Wednesday, September 20, 2023 3:43 PM
To: City Council Mail <CityCouncil@roseville.ca.us>
Subject: Agenda Item 9.2 for 9/20/23 meeting

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

To the members of the Roseville City Council,

I'd like to start by saying I DO NOT CONSENT to the city approving, enabling, condoning any measures regarding the handing out of syringes for drug use. How's San Francisco looking these days?
I encourage you all to vote the same as the Placer County Board of Supervisors and reject this needle exchange program. More importantly, your decision should align with the will of the people.

Regards,
Placer County Resident

Sent with Proton Mail secure email.

Item 9.2

Dreyer, Helen

From: City Council Mail
Sent: Wednesday, September 20, 2023 4:13 PM
To: City Council
Cc: City Attorney; Dreyer, Helen
Subject: FW: Agenda Item 9.2

Hello,

City Council received this email this afternoon regarding tonight's September 20th Agenda item 9.2 - Roseville Municipal Code Ordinances regarding Syringe Exchange Programs.

Thank you,

Cary

-----Original Message-----
From: Wendy Biel <mnwbiel@gmail.com>
Sent: Wednesday, September 20, 2023 4:11 PM
To: City Council Mail <CityCouncil@roseville.ca.us>
Subject: Agenda Item 9.2

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Hello Roseville City Council,

I am a Roseville resident for over 22 years originally from the Bay Area. I grew up in South San Francisco and lived in San Jose for about 10 years before my family moved to Roseville in 2001. I am in strong opposition of agenda item 9.2. We do not need a needle distribution center here. I am unable to attend the meeting this evening, but want to make sure that my opposition is noted for the record.

Wendy Biel

Sent from my iPhone

From: City Council Mail <CityCouncil@roseville.ca.us>
Sent: Thursday, September 21, 2023 7:23 AM
To: City Council <CityCouncil3@roseville.ca.us>
Cc: City Attorney <CityAttorney@roseville.ca.us>; Dreyer, Helen <hdreyer@roseville.ca.us>; Avalos, Carmen <CAvalos@roseville.ca.us>
Subject: FW: More stringent wording of city ordinance regarding syringe exchange program

Hello,

City Council received this email regarding September 20th Agenda item 9.2 - Roseville Municipal Code Ordinances regarding Syringe Exchange Programs.

Thank you,

Cary

From: Angie Nakao <arnakao@me.com>
Sent: Wednesday, September 20, 2023 8:08 PM
To: City Council Mail <CityCouncil@roseville.ca.us>
Subject: More stringent wording of city ordinance regarding syringe exchange program

EXTERNAL: This email originated from outside of the organization. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council,

I was able to attend the city council meeting through the presentation on the syringe exchange program ordinance. I appreciate what you're doing to be proactive to keep this out of our city. I am concerned about the wording of the ordinance that allows only syringe exchange programs approved by CDPH. We can see that we cannot trust statewide entities and need more local control. I was not able hear the resolution by the board on this matter, but I would change it to more stringent wording: "allow only syringe exchange programs *mandated* by CDPH *and approved by Placer County Department of Health."* I think the original wording could be used the wrong way by future city council members, citizens, and exchange programs.

In addition, I would mandate distribution zones to be further away from parks, libraries, schools, etc. and make it even more difficult for a program to operate, without expressly forbidding it.

Thanks again for not condoning these horrible programs. Stand up to these ridiculous laws!! They make no sense and are literally ruining California.

Angie Nakao
Resident of Roseville

COUNCIL COMMUNICATION

CC #: 2921
File #: 0800-02

Title: 2023 Neighborhood Clean-up Summary
Contact: Brian Craighead 916-774-5783 bcraighead@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 10.1.

RECOMMENDATION TO COUNCIL

Information only. No Council action necessary.

BACKGROUND

Staff will provide an overview of the 2023 Neighborhood Clean-Up events that were provided through a partnership between the City of Roseville and the Roseville Coalition of Neighborhood Associations (RCONA).

FISCAL IMPACT

No fiscal impact. The presentation is information only.

ENVIRONMENTAL REVIEW

Not required. Information only.

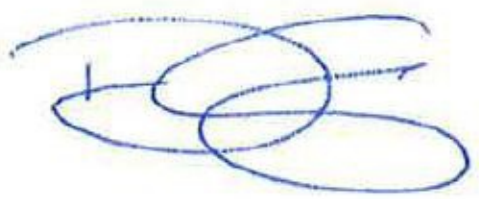
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy
Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services

Respectfully Submitted,

Brian Craighead, Refuse and Stormwater Manager

Richard Plecker, Environmental Utilities Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

COUNCIL COMMUNICATION

CC #: 2939
File #: 0800-06

Title:	Roseville Municipal Code Amendment - Graffiti
Contact:	Mike Isom 916-774-5285 misom@roseville.ca.us Travis Cochran 916-774-5325 tecochran@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council introduce for first reading an ordinance amending Chapter 10.53 of the Roseville Municipal Code regarding graffiti.

BACKGROUND

Chapter 10.53 of the Roseville Municipal Code is aimed at addressing graffiti within city limits. The current version of Chapter 10.53, which was originally adopted in 1990 and has been minimally revised since, focuses on aspects like regulation of spray paint and pursuing cost recovery against those who cause graffiti. However, it offers limited mechanisms for actually enforcing anti-graffiti provisions against those who cause graffiti and property owners who allow graffiti to remain on their property.

Abating graffiti and reducing blight within the City has been a Council priority in recent years. In 2021, the Council set a goal to deliver exceptional City services, and one of the adopted strategies to achieve this goal was increased code enforcement and beautification efforts throughout the City. In furtherance of this goal, the primary responsibility for graffiti abatement was reassigned to the code enforcement division, and the Council approved an additional full-time Code Enforcement Inspector, who has been designated as the “Graffiti Coordinator”. The Council also budgeted $100,000 to a vendor contract for graffiti abatement and approved an additional Deputy City Attorney position to focus on all aspects of public safety, including code enforcement and nuisance abatement. The Council’s goal to delivery exceptional City services was readopted in 2023, with emphasis placed on exploring additional ways to strengthen code enforcement efforts and abatement of graffiti and blight.

Between October 1, 2022 (when the Code Enforcement Division assumed responsibility for graffiti abatement), and the end of July 2023, the Graffiti Coordinator responded to approximately 183 reports of graffiti. Approximately 132 of the reports were for graffiti on public property, and the remaining reports were for graffiti on private property. These incidents of graffiti have varied in type and size, ranging from significant amounts of graffiti on sound walls and underpasses, to

more minor use of markers and other writing implements on stop signs and mail collection boxes. Typically, graffiti on public property is abated within 48 to 72 hours, while abatement of graffiti on private property takes approximately 10 days.

The Graffiti Coordinator has utilized all available tools for abatement of graffiti, including abatement efforts by City staff, use of the third-party graffiti abatement vendor contract, and obtaining voluntary compliance by private property owners. While the Graffiti Coordinator has been largely successful at obtaining voluntary compliance by private property owners, addressing graffiti on private property has shed light on numerous gaps in the City's existing municipal code provisions addressing graffiti. As noted above, Chapter 10.53 was originally adopted in 1990 and it has become somewhat outdated. The existing provisions of Chapter 10.53 also entail a cumbersome and time-consuming process for graffiti abatement, especially for graffiti on private property where voluntary abatement cannot be achieved. This prompted a comprehensive review of Chapter 10.53 and proposed revisions that would allow for more straightforward and efficient enforcement of the City's anti-graffiti provisions and expanded options for abatement and cost recovery.

The proposed ordinance to amend Chapter 10.53 offers broader regulation of graffiti and the implements used to commit graffiti (e.g., spray paint, etching cream, broad-tip markers, carving tools, etc.). It also requires property owners to be more proactive in removing graffiti on private property, and allows for issuance of an administrative citation when graffiti is not removed within a reasonable time after being notified that such graffiti exists. Further, the ordinance allows the City to pursue recovery of abatement costs incurred by the City through a graffiti nuisance abatement lien against the real property of the individual committing the graffiti, or if the person is a minor, the real property of their parent or guardian. This is a remedy allowed by state law but is not reflected in the current municipal code. A summary of the proposed changes to Chapter 10.53 are set forth below:

- Section 10.53.010: Strengthens the "Purpose" section of the ordinance so that it more closely aligns with the Council's goal to deliver exceptional City services through prompt abatement of graffiti.

- 10.53.020: Expands the definition of "graffiti" to cover other types of common graffiti implements, including spray paint, broad tipped markers, carving tools, etching creams, and paint sticks.

- 10.53.040: Prohibits minors from possessing of any graffiti implements if such possession is *for the purpose of defacing property*. This change is consistent with the California Penal Code and eliminates the risk of a minor being in violation simply for possession of markers or other instruments that may meet the definition of a "graffiti implement".

- 10.53.050: Prohibits the sale of spray paint and etching creams to minors without consent of a parent or guardian.

- 10.53.060: Requires retail establishments that offer spray paint to have signage as mandated by the California Penal Code.

- 10.53.070: Prohibits a person from placing any graffiti on public or private property within the City and prohibits a person from possessing graffiti implements for the purpose of committing graffiti. This section also prohibits a property owner from allowing graffiti to remain on private property for longer than 72-hours after notification of the existence of the

graffiti on their property.

- 10.53.080: Establishes the procedure for the City to provide "notice" to a private property owner regarding graffiti on their private property, which triggers the 72-hour timeframe within which graffiti must be abated.

- 10.53.100: Authorizes the Graffiti Coordinator to use all available means to promptly abate graffiti on public property. This section also allows the City to abate graffiti on private property if the property owner consents to such abatement, agrees to reimburse the city for the costs of the abatement, and agrees to waive and release the City from any claims arising from the abatement.

- 10.53.110 – 10.53.150: Clarifies that violation of Chapter 10.53 may be punishable as an administrative citation, infraction, or misdemeanor, and also establishes the process for recovering abatement costs against an individual who causes graffiti. This process allows recovery of court costs, attorney's fees, costs of removal, costs for repairing or replacing defaced property, and law enforcement costs through a graffiti nuisance abatement lien or special assessment – either of which can be levied against real property owned by the individual causing the graffiti, or if a minor, any real property of their parents or guardians.

Graffiti, when left unabated, reduces property values, encourages blight, creates concerns regarding quality of life, and adversely affects the City's image and business development. The proposed changes to Chapter 10.53 will give the Graffiti Coordinator, and the City as a whole, several more tools for abating graffiti on both public and private property in a more prompt and efficient manner. These changes also allow for swifter and more stringent penalties against those who elect to cause graffiti and disregard the property rights of the City and its community members.

FISCAL IMPACT

There is no fiscal impact associated with the proposed ordinance.

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)).

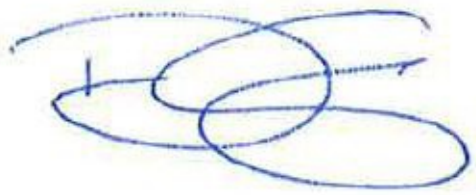
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Maintain a safe and healthy community
Goal F – Deliver exceptional City services

Respectfully Submitted,

Travis Cochran, Deputy City Attorney

Mike Isom, Development Services Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance (redline)

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 10.53 OF TITLE 10 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GRAFFITI

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 10.53 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

Chapter 10.53 ~~SPRAY PAINT AND~~

GRAFFITI

Sections:

10.53.010 Purpose.

10.53.020 Definitions.

10.53.030 ~~Graffiti prohibited~~Declared nuisance.

10.53.040 Possession of ~~aerosol spray paint cans~~graffiti implements by minors prohibited.

10.53.050 Sale of aerosol ~~spray~~ paint cans and etching creams to minors prohibited.

10.53.060 Signs to be placed in retail establishments.

10.53.070 ~~Penalties~~Graffiti prohibited.

10.53.080 ~~Declared nuisance~~Removal of graffiti.

10.53.090 ~~Council to determine costs~~Use of public funds to remove graffiti.

10.53.100 Authority to remove.

10.53.110 ~~Form of notice to remove~~Penalties for violation.

10.53.120 ~~Abatement lien~~Cumulative remedies, procedures and penalties.

10.53.130 ~~Public hearing and appeal~~Additional penalties.

10.53.140 Treble damages.

10.53.150 Recovery of city funds against offender.

10.53.160 Severability.

10.53.010 Purpose.

~~Aerosol spray paint cans are currently being used as a means of defacing public and private property, resulting in the creation of unsightly graffiti~~The purpose of this chapter is to provide for the prompt abatement of graffiti from public and private properties and to provide for methods of controlling the sale to and unauthorized use of graffiti implements by minors. Graffiti, when left unabated, reduces property values, encourages blight, adversely affects the city's image and business development, creates concern for the quality of life of the city's citizens, and frequently becomes a forum for gang-related, potentially criminal activities. In order to assist ~~law enforcement~~city personnel ~~in dealing with this growing problem~~in addressing graffiti and penalizing those persons who disregard the property rights of others, the city council deems it necessary and appropriate to regulate the use and possession of ~~aerosol spray paint cans~~graffiti implements and the application of graffiti, and to provide for the abatement of graffiti. It is the city council's intent that this chapter further serve as notice to the community that the city will strictly enforce the law to its maximum extent and prosecute those persons engaging in the defacement of public and private property.

This chapter is intended to be cumulative with and in addition to other provisions of this code and state law, including but not limited to Government Code Sections 38771 through 38773.7 and 53069.3, and Penal Code Sections 594, 594.1, and 640.5 through 640.8, and other remedies available at law to combat the effects of graffiti and the defacement of public and private property.

10.53.020 Definitions. ~~Graffiti means the intentional spraying of paint or marking of paint, ink, chalk, dye or other similar substances upon private or public property without permission of the owner of the property.~~

~~"Graffiti coordinator" means a person appointed by the chief of police to assist in the implementation and enforcement of this chapter.~~

A. "Aerosol spray can" means any aerosol container which is adapted or made for the purpose of spraying paint or other substances capable of defacing property.

B. "Broad tip marker" means any indelible marker or similar implement with a tip which at its broadest width is three-eighth inch or greater, containing an ink that is not water-soluble.

C. "Carving tool" means any tool or instrument designed or intended to cut, carve or scratch into glass, metal, wood, or other surfaces.

D. "Etching cream" means any caustic cream, gel, liquid, or solution capable, by means of a chemical action, of defacing, damaging, or destroying hard surfaces in a manner similar to acid.

E. "Graffiti" means any inscription, word, figure, or design that is inscribed, marked, etched, pasted, or otherwise placed on any property, building, structure, or surface, and is visible

to the public, without the prior approval of the owner or person in lawful possession or control of the property, building, structure, or surface.

F. "Graffiti coordinator" means a person appointed by the Director of Development Services to assist in the implementation and enforcement of this chapter.

G. "Graffiti implement" means any implement capable of marking a surface to create graffiti including, without limitation, any aerosol spray can, spray actuator, etching cream, paint stick, broad tip marker, carving tool, or other implements capable of inscribing, marking, etching, pasting, or otherwise placing words, figures, or designs on public or private property.

H. "Minor" means a person under eighteen (18) years of age.

I. "Paint stick" means a device containing a solid form of paint, chalk, wax, epoxy, or other similar substance capable of being applied to a surface by pressure and, upon application, leaving a mark at least one eighth of an inch in width, visible from a distance of twenty (20) feet, and not water-soluble.

J. "Property" means real or personal property, whether publicly or privately owned, within the city, and includes buildings, structures, and surfaces within such property.

K. "Responsible person" means any person or entity who is the owner or who has primary responsibility for the management, repair, or maintenance of the property, building, structure, or surface.

L. "Spray actuator" means an object, such as a spray tip, nozzle, or button, which is capable of being attached to an aerosol spray can for the purpose of spraying the substance contained therein.

M. "Surface" means the exposed area of any object, including, but not limited to, walls, fences, sidewalks, curbs, street lamp poles, utility poles, transformers, trees and vegetation, signs, and/or trash receptacles.

10.53.030 ~~Graffiti prohibited~~Declared nuisance.

~~It is unlawful for any person to intentionally place graffiti upon any private or public property. A mistake as to the private property owner's identity shall not be a defense to a violation of this section~~It is hereby declared that graffiti is obnoxious and a public and private nuisance, and is subject to abatement and punishment as defined in this code and state law.

10.53.040 Possession of ~~aerosol spray paint cans~~graffiti implements by minors prohibited.

~~It is unlawful for any minor person under the age of 18 to have in their possession any aerosol spray can containing any substance commonly known as paint, while upon any public highway, street, alleyway, park, playground, swimming pool or other public place, whether such minor is or is not in any automobile, vehicle or other conveyance.~~It is unlawful for any minor to possess any graffiti implement for the purpose of defacing private or public property without the consent of the responsible person. Any law enforcement officer who observes a minor use a graffiti implement to commit graffiti may take immediate possession of the graffiti implement.

This section shall not apply if such minor is in possession of a~~n aerosol spray can~~graffiti implement in order to perform a task as directed by the minor's parent, guardian, instructor or employer, and if that task would not be a violation of this chapter if conducted by an adult.

10.53.050 Sale of aerosol spray ~~paint~~ cans and etching creams to minors prohibited. ~~It is unlawful for any person to sell to a minor any aerosol spray can containing any substance commonly known as paint. This section shall not apply to the furnishing of six ounces or less of an aerosol container of paint for the minor's use or possession under the supervision of the minor's parent, guardian, instructor or employer.~~

It is unlawful for any person to sell, give, or otherwise furnish any aerosol spray can or etching cream to any minor without the consent of the minor's parent or legal guardian. Evidence that a person, his or her employee, or agent demanded and was shown bona fide evidence by the minor representing that such minor is of the age of majority, and that such person acted upon such evidence of age of majority in the transaction or sale, is a defense to any criminal prosecution.

10.53.060 Signs to be placed in retail establishments.

As per Penal Code Section 594.1(c), ~~A sign not smaller than 8½ inches by 11 inches shall be prominently displayed in the proximity of the merchandise in~~ all retail establishments which offer for sale to the public paint in aerosol spray cans or etching creams shall post in a conspicuous place a sign stating that any person who maliciously defaces real or personal property with etching cream or paint is guilty of vandalism. ~~These signs shall read as follows: "Possession by or sale to a minor of an aerosol spray can containing paint is unlawful. California Penal Codes § 594.1, Roseville Municipal Code sections 10.53.040 and 10.53.050."~~

10.53.070 ~~Penalties~~Graffiti prohibited.

~~Violation of this chapter may be charged as either an infraction or a misdemeanor in the discretion of the city attorney.~~

A. It is unlawful for any person to inscribe, mark, etch, apply, or otherwise place any graffiti upon any publicly or privately owned property within the city.

B. It is unlawful for any person to possess any graffiti implement for the purpose of inscribing, marking, etching, applying, or otherwise placing any graffiti upon any publicly or privately owned property within the city.

C. It is unlawful for any responsible person to permit or allow any graffiti to remain on any publically or privately owned property within the city for longer than seventy-two (72) hours after notice (defined in Section 10.53.080) of the existence of the graffiti.

10.53.080 ~~Declared nuisance~~Removal of graffiti.

~~The council of the City of Roseville makes the following findings and declarations:~~

~~Graffiti on private or public property creates a condition tending to reduce the value of private and public property, to promote blight and deterioration, to reflect badly on the community and to be injurious to the health, safety and general welfare. Furthermore, graffiti has been used as a forum for gang-related activities and can lead to an increase in crime in the city. Therefore, the presence of graffiti on private or public property is declared to constitute a public nuisance which may be abated as such in accordance with provisions of this chapter, or any other applicable provision of law.~~A. Graffiti on any property shall be abated by the responsible person no later than seventy-two (72) hours after notice of the existence of the graffiti.

B. "Notice" for purpose of Section 10.53.070 and this section may be constructive notice to the responsible person or notification by the City to the responsible person of the existence of the graffiti. Constructive notice to the responsible person shall be effected when, based on all of the relevant facts and circumstances, a reasonable person would know of the existence of the graffiti. Notification by the city to the responsible person shall be effected upon either of the following: (i) the city's posting of a written notice on the property in a reasonably visible location stating the existence of the graffiti and that such graffiti must be removed within seventy-two (72) hours; or (ii) the city's making direct contact with the responsible person or their agent, employee, or representative and informing such person of the existence of the graffiti and that such graffiti must be removed within seventy-two (72) hours.

C. Graffiti shall be considered "abated" for purposes of this section when the graffiti is removed or has been covered by paint or similar material that is substantially the same shade or color and texture to the area upon which the graffiti was placed.

10.53.090 ~~Council to determine costs~~Use of public funds to remove graffiti.

~~The city council shall from time to time determine and fix an amount to be assessed as administrative costs excluding the actual cost of removal of the graffiti~~Whenever the city becomes aware, or is notified and determines, that graffiti is so located on property and is visible to the public, the city shall be authorized to use public funds for the removal of the graffiti, or for the painting or repairing of the graffiti. The city shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless the Director of Development Services, or their designee, determines that a more extensive area is

reasonably necessary to be repainted or repaired to avoid an aesthetic disfigurement to the surrounding property, neighborhood, or community.

10.53.100 Authority to remove.

~~Upon discovering the existence of graffiti on private or public property within the city, the graffiti coordinator shall have the authority to cause the abatement and removal thereof in accordance with the procedure prescribed in this chapter.~~ A. Graffiti located on property owned by the city may be immediately removed and abated by the graffiti coordinator by any reasonable means.

B. Graffiti located on privately owned property or on property owned by a public entity other than the city may be removed and abated by the city if the responsible person or other public entity consents to such abatement, agrees to reimburse the city for the costs of the abatement incurred by the city, and executes and delivers a waiver and release to the benefit of the city in a form approved by the city attorney. Where these conditions have been satisfied, the graffiti may be removed and abated by the graffiti coordinator by any reasonable means.

C. If graffiti located on non-city property is not removed and abated within the time periods provided in Section 10.53.080 and the graffiti cannot be removed or abated by the city pursuant to subsection (B) of this section, the city may utilize the procedures set forth in Chapter 2.52, in addition to any other available remedies, to achieve compliance.

10.53.110 ~~Form of notice to remove~~Penalties for violations.

~~A 10-day Notice of Intention to Abate and Remove the Graffiti shall be mailed by registered or certified mail or served upon the owners of the property in the manner required for~~

service of a summons and mailed by registered or certified mail to any individuals who have violated Section 10.53.030 of this chapter. The Notice shall advise that if the graffiti is not removed within the time frame set forth in the Notice, the city shall remove the graffiti and assess the costs to the property owner and/or the individuals responsible. If a responsible individual is a minor, costs shall be assessed to the parents or guardians of that minor. The Notices shall be in substantially the following forms:

NOTICE OF INTENTION TO ABATE AND

REMOVE GRAFFITI

Date:

Re: Graffiti at (address)

As owner shown on the last equalized assessment roll of the land located at _____ you are hereby notified that pursuant to Section 10.53.060 of the Roseville Municipal Code the undersigned has determined that there exists upon said land certain Graffiti which constitutes a public nuisance pursuant to the provisions of Section 10.53.080 of the Roseville Municipal Code.

You are hereby notified to abate the nuisance by removing the Graffiti within ten (10) days from the date of service of this notice and upon your failure to do so the same will be abated and removed by the City of Roseville. **The cost of removal, together with administrative costs, will be assessed to you as owner of the land on which the Graffiti is located and the**

~~**cost of removal may be collected at the same time and in the same manner as general property taxes.**~~

~~As owner of the land on which the Graffiti is located you are hereby notified that you may, within ten (10) days after the service of this Notice of Intention, request a public hearing and if such request is not received by the Police Chief within such ten (10) day period, the Graffiti Coordinator shall have the authority to abate and remove the Graffiti as a public nuisance and assess the costs as aforesaid without a public hearing.~~

~~You may submit a sworn written statement within such ten (10) day period denying responsibility for the presence of said Graffiti with your reasons for denial and such statement shall be construed as a request for hearing at which your presence is not required. You may appear in person at any hearing requested by you or any other responsible party or, in lieu thereof, may present a sworn written statement as aforesaid in time for consideration at such hearing.~~

~~_____~~

~~Graffiti Coordinator~~

~~City of Roseville~~

~~NOTICE OF INTENTION TO ABATE AND~~

~~REMOVE GRAFFITI~~

Date:

Re: Graffiti at (address)

As the person responsible for the Graffiti located at _____you are hereby notified that pursuant to Section 10.53.080 of the Roseville Municipal Code the undersigned has determined that said Graffiti constitutes a public nuisance pursuant to the provisions of Section 10.53.060. You are hereby notified to abate the nuisance by removal of the Graffiti within ten (10) days of the date of mailing of this notice, and upon your failure to do so the same will be abated and removed by the City of Roseville and the costs thereof, together with administrative costs will be assessed to you as the person responsible for the Graffiti. If you are a minor, costs may be assessed to your parents or guardians.

As the person responsible for the Graffiti, you are hereby notified that you may, within ten (10) days of the mailing of this Notice of Intention, request a public hearing. If such request is not received by the Police Chief within this ten (10) day period, the Graffiti Coordinator shall have the authority to abate and remove said Graffiti without a hearing.

Notice mailed _____

_____

Graffiti Coordinator,

City of Roseville

Violation of any provision of this chapter may be charged as an administrative citation, infraction, or misdemeanor, at the discretion of the city attorney.

10.53.120 ~~Abatement lien~~Cumulative remedies, procedures and penalties.

~~A. The cost of abating the graffiti shall constitute a lien and a special assessment against the property where the graffiti is located, and may be collected at the same time and in the same manner as property taxes.~~

~~B. If the cost of abating the graffiti is not paid within 30 days of mailing of demand by the city, the cost of abatement along with a penalty assessment of eight percent of the total, will be transmitted to the county auditor for entry upon and collection with the next tax roll and to the county recorder to be recorded as a lien against the property. Thereafter, such amount shall be collected with property taxes and shall be subject to additional interest and penalties in the case of delinquency, along with sale, because the assessment shall constitute a lien upon the property. The cost of recording and removing a lien on property on which this amount has been assessed will be borne by the property owner.~~ Unless otherwise expressly provided, the remedies, procedures and penalties provided by this chapter are cumulative to each other and to any others available under state law or other city ordinances.

10.53.130 ~~Public hearing and appeal~~Additional penalties. ~~Upon written request by the owner of the property or any violator of Section 10.53.030 received by the public works director within 10 days of mailing or service on an owner or mailing to a violator of the notices of an intention to abate and remove the graffiti, a public hearing shall be held by the public works director or designee on the question of the cost of abatement. Those individuals to whom notice~~

~~has been sent may appear in person at the hearing or present a sworn written statement denying responsibility for the presence of the graffiti. Following the public hearing, the public works director shall make written findings of fact showing whether the graffiti tends to reduce the value of private property to promote blight and deterioration and be injurious to the health, safety and general welfare. Such written findings of fact shall be the basis for the decision of the public works director.~~

~~Appeal from any decision of the public works director may be made in writing to the city council within 10 calendar days from the public works director's action. Within the same 10-day period, the appellant shall pay a nonrefundable fee of $75.~~

A. Any person or entity violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of this chapter is committed, continued, or permitted by such person or entity and shall be deemed punishable therefor as provided herein.

B. If a minor is personally unable to pay any fine or restitution levied for violating this chapter, each parent or legal guardian shall be personally liable for the payment of the fine or restitution for any acts of the minor.

C. In addition to any other remedy provided herein, each parent or legal guardian shall also be personally liable for any and all costs to any person or business incurred in connection with the removal of graffiti caused by that parent's or guardian's minor child, and for all law enforcement costs, city staff costs, attorneys' fees and court costs incurred in connection with the civil prosecution of any claim for damages or reimbursement in accordance with California Civil Code Section 1714.1.

10.53.140 Treble damages.

Upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that any property owner or minor is responsible for a condition to be abated pursuant to this chapter, the court may order such offender to pay treble the costs of the corresponding abatement. This section does not apply to conditions abated pursuant to Health and Safety Code Section 17980. ~~any person is responsible for the unlawful application of graffiti, a fine in the amount of three times the cost of abatement shall be paid by the violator(s).~~

10.53.150 Recovery of city funds against offender.

A. Any person who is found guilty of violating Section 10.53.070(A) shall pay restitution to the property owner, in addition to authorized penalties to the city. If the violator is a minor, the parent or guardian shall be responsible for payment of restitution.

B. The city may, as permitted by state law, file a lien to collect abatement and related administrative costs incurred in the abatement of any violation of Section 10.53.070(A). The city may record this lien on real property belonging to the person found guilty of violating Section 10.53.070(A), or if the person is a minor, on real property owned by the parent or guardian having custody and control of the minor. This lien may only be filed against the person who is found guilty of violating Section 10.53.070(A), or if the individual is a minor, the parent or guardian having custody and control of the individual.

C. Prior to recording a graffiti nuisance abatement lien, the city shall serve notice on the person who violated Section 10.53.070(A), or if the person is a minor, the city shall serve notice on the parent or guardian having custody and control of the minor. The notice shall be served in the same manner as a summons in a civil action. If the parent or guardian or other

person cannot be found after diligent search, the notice may be served by posting a copy of the notice upon the property owned by the parent or guardian or other person, in a conspicuous place, for a period of ten (10) calendar days. The notice shall also be published pursuant to Government Code Section 6062 in a newspaper of general circulation that is published in the county in which the property is located. The notice shall include an itemized description of the abatement and related administrative costs, the date of the abatement order, a description of the lien process, and the facts supporting the lien on the property.

D. The graffiti nuisance abatement lien shall be recorded in the county recorder's office in the county in which the parcel of land is located. From the date of recording, the lien shall have the force, effect, and priority of a judgment lien.

E. The graffiti nuisance abatement lien shall specify the amount of the lien; that it is recorded on behalf of the city; the date of the abatement order; the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed; and the name and address of the recorded owner of the parcel.

F. If the lien is discharged, released or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection D, above, shall be recorded by the city.

G. The graffiti nuisance abatement lien authorized by this section may be satisfied through foreclosure in an action brought by the city.

H. The city may recover any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien. As used in this chapter, "abatement and related administrative costs" include, but are not limited to, court costs, attorney's fees, costs of removal of the graffiti, costs of repair and

replacement of defaced property, and the law enforcement costs incurred by the city in identifying and apprehending the minor or other person. Attorney's fees may be awarded to the prevailing party in any litigation initiated under this section.

I. As an alternative to obtaining a graffiti nuisance abatement lien as described above, and as permitted by state law, the city may make the abatement and related administrative costs a special assessment against a parcel of land owned by the minor or by the parent or guardian having custody and control of the minor. The special assessment shall be collected as provided for in Government Code Section 38773.6.

10.53.160 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

COUNCIL COMMUNICATION

CC #: 2931
File #: 0202

Title: Fiscal Year 2022-23 Third Quarter Report
Contact: Scott Pettingell 916-774-1306 spettingell@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 10.3.

RECOMMENDATION TO COUNCIL

This is an informational item and requires no City Council action.

BACKGROUND

The attached report provides a summary of the City's financial position through the third quarter of FY2022-23 for (1) the General Fund, (2) the enterprise operating funds, and (3) revenues in other selected funds. This report is provided pursuant to the Budget Control section of the City Charter (Section 7.15).

FISCAL IMPACT

This item is a financial update only and has no fiscal impact.

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 §20165 and CEQA State Guidelines §15060(c)(3) and §15378. This informational report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

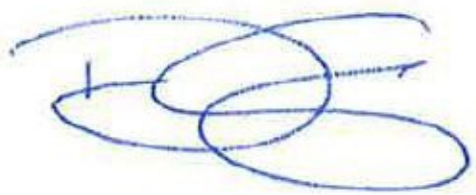
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Remain fiscally responsible in a changing world

Respectfully Submitted,

Scott Pettingell, Assistant Finance Director

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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Dominick Casey, City Manager

ATTACHMENTS:

Description

FY2022-23 Third Quarter Report

Fiscal Year 2022-23
Third Quarter Report

CITY OF ROSEVILLE
CALIFORNIA

Third Quarter Report
Fiscal Year 2022-23

Overview

This report provides an overview of the City's financial position through the third quarter of fiscal year (FY) 2022-23 (July 1, 2022 through March 31, 2023) for:

(1) the General Fund.
(2) the major enterprise operating funds, and
(3) revenues in other selected funds.

Considerations

General Fund revenues through the third quarter of FY2022-23 are trending to end the year modestly above estimates. Sales tax (Bradley Burns and Measure B) revenue growth has slowed compared to prior years, and the combined revenue is forecasted to end the year 2.6 percent, or $2.6 million, under budget estimates. This shortfall will be offset by greater than anticipated revenues in other categories. Based on the most recent information from the County Assessor and Auditor-Controller, property tax revenues will end the year above the budget estimate by $3.1 million. With the passage of Measure C in November 2022 and its implementation in January 2023, the City's transient occupancy tax (TOT), also known as hotel tax, will exceed estimates by approximately $1.5 million. Building permits, plan check fees, and engineering inspection fees will end the year above the budget target, and recreation program revenues have returned to pre-pandemic levels.

General Fund operating revenues, collected through the third quarter, are 61 percent of the budget estimate. This collection rate is expected and is in line with prior years due to the timing associated with receiving some of the more significant tax revenue sources. The table and graph included in this report show cumulative General Fund operating revenue through the third quarter and a revenue budget to actual comparison. Following the table and graph are additional details on each of the City's major revenue streams.

The following factors should be taken into consideration when analyzing this information:

- **Sales and Use Tax** is the largest General Fund revenue source. The City only receives seven months of sales tax revenues by the end of the third quarter of each fiscal year due to the California Department of Tax and Fee Administration (CDTFA) processing timelines. Third quarter revenues are derived from taxable sales through January 2023, received in July through March.

- **Property Tax** is the second largest General Fund revenue source, but most of this tax is received from the County Assessor and Auditor-Controller in the third (mid-January) and fourth (mid-May) quarters. This

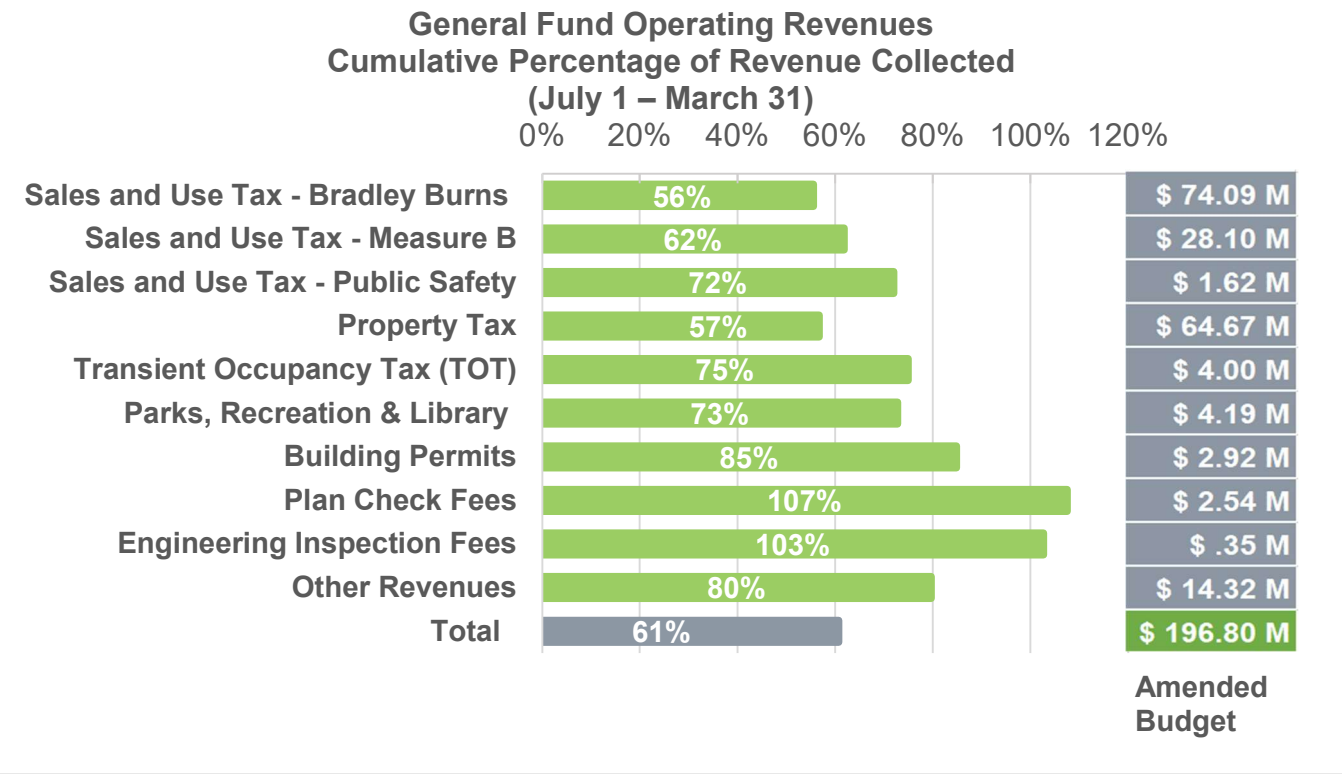
distribution schedule is why property tax revenue is tracking low at 57 percent in the following table and graph.

- **Transient Occupancy Tax (TOT),** also known as hotel tax, is derived from payments received by the City through March for hotel stays through February; therefore, the following charts only reflect two months of TOT revenues collected after the Measure C increase was effective.

General Fund operating expenditures through the third quarter are 71 percent of the budget. Salary savings realized as the result of vacant positions and continued supply chain delays contributed to the lower spending rate compared to the percentage of the year elapsed (75 percent). All General Fund Departments are anticipated to end the year on or below budget.

General Fund: Budget to Cumulative Revenue Comparison

Revenue Type	Budget to Cumulative Revenue Comparison (July 1 – March 31)			
	Amended Budget	Cumulative Revenues	Balance Remaining	% of Budget Collected
Sales and Use Tax - Bradley Burns	$ 74,091,000	$ 41,140,243	$ (32,950,757)	56%
Sales and Use Tax - Measure B	28,100,000	17,381,503	(10,718,497)	62%
Sales and Use Tax - State Aid for Public Safety	1,622,000	1,167,887	(454,113)	72%
Property Tax	64,659,000	36,689,357	(27,984,643)	57%
Transient Occupancy Tax (TOT)	4,000,000	2,997,010	(1,002,990)	75%
Parks, Recreation & Library Programs	4,188,040	3,048,590	(1,139,450)	73%
Building Permits	2,920,836	2,477,414	(443,422)	85%
Plan Check Fees	2,537,000	2,726,800	189,800	107%
Engineering Inspection Fees	353,196	362,506	9,310	103%
Other Revenues	14,331,957	11,401,388	(2,915,569)	80%
Total	**$ 196,803,029**	**$ 119,392,698**	**$(77,410,331)**	**61%**



Bradley Burns and Measure B Sales Tax

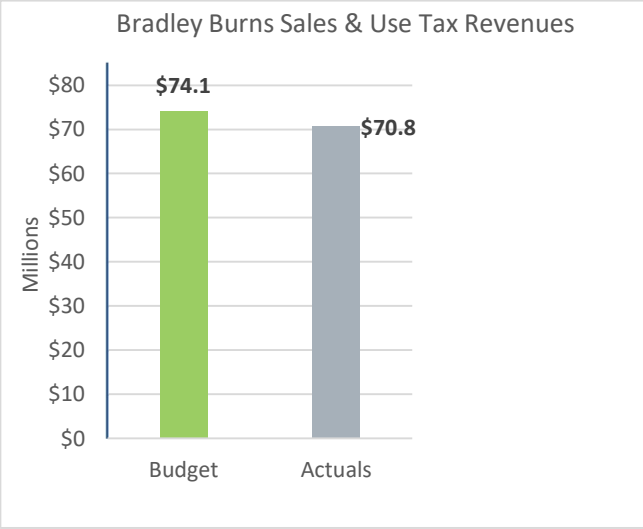
The City's Bradley Burns and Measure B sales and use tax revenues collected through the third quarter are 56 percent and 62 percent of the budget estimates, respectively. Sales tax revenue received through the third quarter is derived from taxable sales through January 2023.

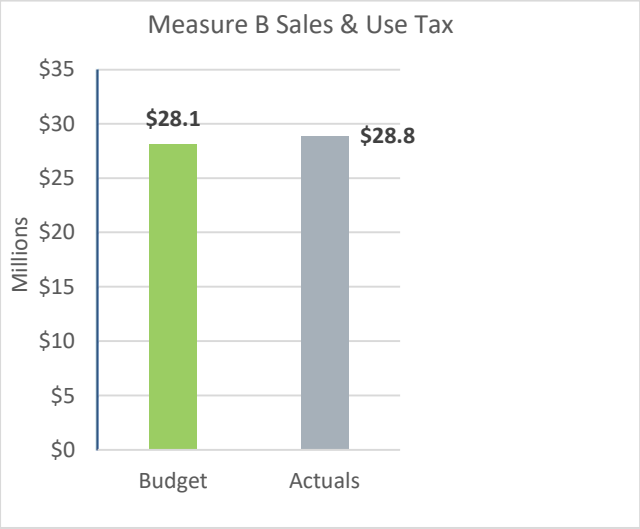
To date, the City has received Bradley Burns and Measure B sales tax distributions from taxable sales through June. These amounts total $70,753,558 in Bradley Burns sales tax and $28,827,172 in Measure B sales tax.

The latest sales tax data indicate more slowing in sales and use tax growth than anticipated. The slower growth is related to a change in consumer behavior from taxable goods to other areas that were constrained during the pandemic such as services and travel as well as uncertainties around inflation, interest rates, and the potential for a slowdown or recession.

Fortunately, when developing the FY2022-23 budget, staff projected that sales and use tax would end the year between the City sales tax consultant's conservative and most-likely estimates; therefore, the variance from budget is only 2.6 percent, or $2.6 million, under estimates.

The graphs below show Bradley Burns and Measure B Sales and Use Tax revenues budget compared to actuals through June.

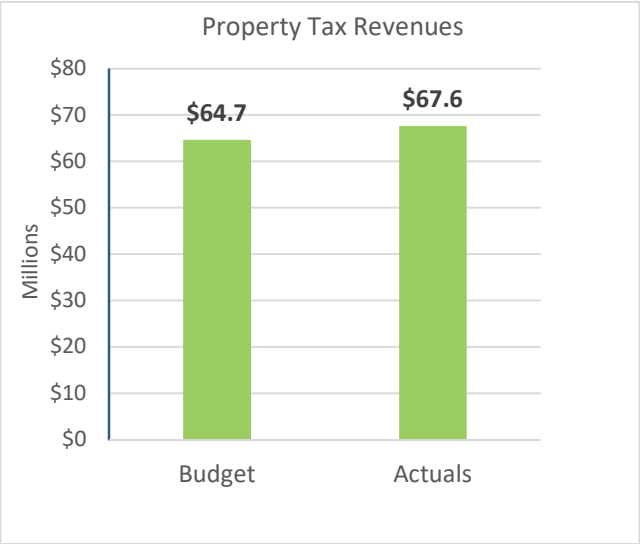




Additional Sales Tax Information: The City's sales tax consultant prepares a report on sales tax and business activity each quarter. The report lists the top 25 sales tax remitters, a summary of cash receipts, and sales tax data by economic category. A copy of the report is attached.

Secured, Unsecured, and Supplemental Property Tax

Property tax revenue for FY2022-23 is based on the assessed valuation as of January 1, 2022. The City receives most of this funding in the third and fourth quarters of the fiscal year. Based on the information provided by the Auditor-Controller, the City's property tax revenue for FY23 will be $67.6 million, exceeding budget estimates by approximately $3 million.

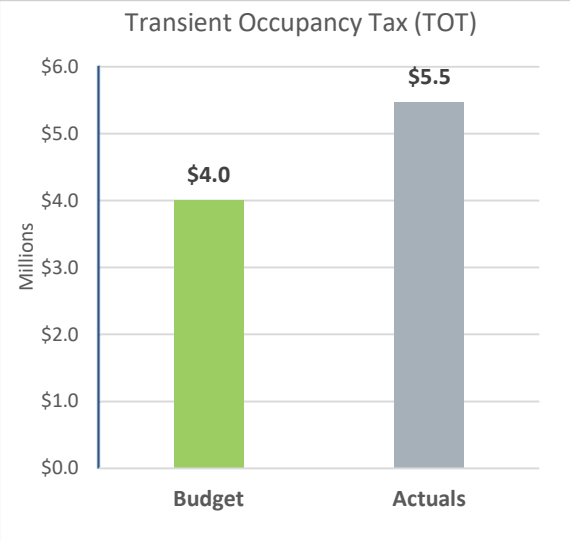


Property Tax budget compared to actuals through June 2023

Transient Occupancy Tax (TOT)

Through the end of the third quarter, TOT (or “hotel tax”) revenues are at 75 percent of estimates ($3 million for the months of July through February). TOT collected through June 2023 totals $5.5 million, 37 percent higher than budget estimates.

On November 8, 2022, Roseville voters approved Measure C to increase the City’s TOT rate from 6 percent to 10 percent. The 10 percent tax rate went into effect on January 1, 2023. Based on the final TOT revenue of nearly $4.5 million in FY2021-22, the higher rate would have generated an additional $2.9 million of tax revenue for the General Fund last year.



Parks, Recreation & Library (PRL) Programs

Parks, Recreation & Libraries (PRL) program revenues are 73 percent of the budget for the third quarter. These revenues fluctuate throughout the year due to the seasonality of programming. Based on the current results, staff anticipates PRL is on track to meet its FY2022-23 revenue goals.

Building Permits, Plan Check Fees, Engineering Inspection Fees

Building permit, plan check, and engineering inspection fees are higher than budget through the third quarter due to sustained increases in the City's development activity. Staff anticipates that revenues will remain higher than budgeted, especially in the final months of the fiscal year since development activity remained strong.

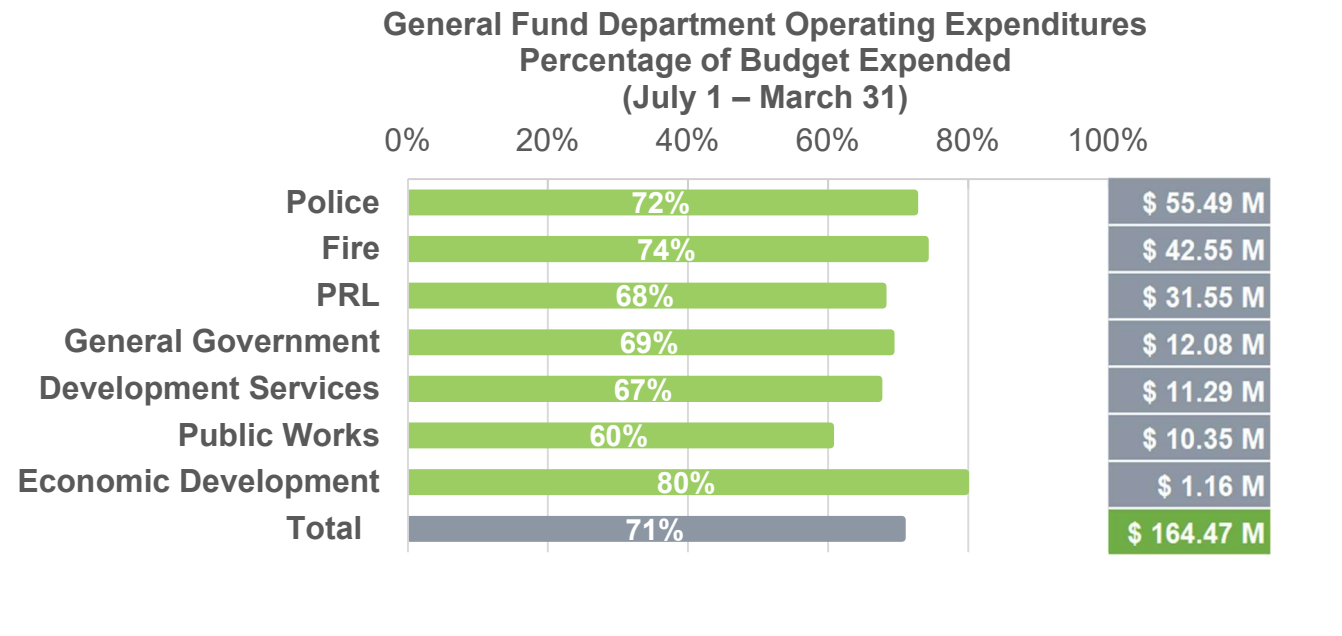
Other Revenues

Other revenues include reimbursements from the State and developers; property transfer tax; business license tax; rental payments; and animal licensing, passport processing, permit, franchise, and other fees. As of the end of the third quarter, revenues in this category are tracking higher than target at 80 percent of budget estimates due to seasonality and timing of revenue collection. Staff anticipates these revenues will end the fiscal year on or above the budget target.

General Fund: Operating Expenditures

Department	Budget to Cumulative Expenditure Comparison (July 1 – March 31)			
	Amended Budget	Cumulative Expenditures	Balance Remaining	% of Budget Expended
Police	$ 55,485,587	$ 40,117,280	$ 15,368,307	72%
Fire	42,547,380	31,418,785	11,128,595	74%
Parks, Recreation & Libraries (PRL)	31,549,551	21,384,821	10,164,730	68%
General Government*	12,081,446	8,329,321	3,752,125	69%
Development Services	11,291,582	7,589,554	3,702,028	67%
Public Works	10,354,465	6,243,158	4,111,307	60%
Economic Development & Housing	1,158,171	921,428	236,743	80%
Total	**$ 164,468,182**	**$ 116,004,347**	**$ 48,463,835**	**71%**

(1) *General Government includes the following departments: City Council, City Manager's Office, City Attorney's Office, City Clerk, Finance, Public Affairs and Communications, and Human Resources.*



General Fund expenditures are tracking below estimates compared to the budget at 71 percent through the third quarter of the fiscal year. The slightly lower spending rate (71 percent versus 75 percent of the year elapsed) is primarily due to cost savings from vacant positions in Police, Fire, PRL, Development Services, Public Works, and other General Fund departments, as well as reduced spending due to the timing of expenditures and supply chain delays.

The expenditure budget consumption for the Police and Fire Departments is close to target at 72 percent and 74 percent, respectively. These departments expect to be on budget through the end of the fiscal year.

PRL expenditures are at 68 percent of the budget through the third quarter, primarily due to temporary and full-time position vacancies.

The lower-than-budget expenditure trend (67 percent of budget consumption) for Development Services is related to vacancies in the Building Inspection, Engineering, and Code Enforcement Divisions. Additionally, due to the post-pandemic office environment and training changes, Development Services is experiencing expense savings in various material and supply expenses, such as office supplies, fuel, office equipment, and training and development. Staff anticipates that expenses will increase slightly in the fourth quarter but remain under budget overall through the end of the fiscal year.

Public Works expenditures are 60 percent of the budget through the third quarter due to salary savings from temporary and full-time position vacancies, and lower-than-expected materials, services, and supplies expenses.

The Economic Development Department is tracking at 80 percent of the budget through the third quarter, primarily due to the timing associated with processing reimbursements for labor costs in the Housing Division. The Housing Division is budgeted in the General Fund and reimbursed from several housing-related funds (e.g., Housing Authority, Housing Choice Voucher, and Community Development Block Grant). Staff will process the necessary reimbursements to fully reimburse the General Fund by the end of the fiscal year.

Enterprise Funds: Operating Revenues and Expenditures

Revenues

Operating revenues in the Electric Fund are on target through the third quarter. Electric revenues are projected to be above budget through the end of the fiscal year due to increased retail sales attributable to stronger-than-expected customer usage due to warmer-than-average temperatures.

	Budget to Cumulative Revenue Comparison (July 1 – March 31)			
	Amended Budget	Cumulative Revenues	Balance Remaining	% of Budget Collected
Electric	$ 178,187,911	$ 133,045,394	$ (45,142,517)	75%
Water Operations	39,641,469	28,242,385	(11,399,084)	71%
Wastewater Operations	51,090,495	39,270,027	(11,820,468)	77%
Waste Services Operations	37,209,039	30,136,166	(7,072,873)	81%
Transit	7,546,559	940,426	(6,606,133)	12%
Transportation	1,925,345	90,715	(1,834,630)	5%
Youth Development	9,699,997	6,839,928	(2,860,069)	71%

In the Environmental Utilities Department, Water revenues are tracking under budget by 4 percent due to lower-than-expected usage during the winter months. Wastewater revenues are slightly over budget at 77 percent due to reimbursements from regional partners—this amount might be adjusted at year-end after a true-up calculation. Waste Services revenues are slightly over budget target through the third quarter due to increased residential consumption and new development.

The larger budget to actual variances in the Transit and Transportation enterprise funds are due to the timing associated with their primary funding streams – most of these revenues are realized in the last quarter of the fiscal year. Transit operating revenue losses in passenger fares due to low ridership persist during FY2022-23.

Transit operations will continue to receive support from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 during the fiscal year to offset revenue losses.

Revenues in the Youth Development Fund are at 71 percent of the budget through the third quarter of the fiscal year. The $6.8 million cumulative revenues include a $1.8 million subsidy from the City's allocation of American Rescue Plan Act (ARPA) funding. Without this subsidy, revenues in the Youth Development Fund would be tracking at 64 percent of budget. Enrollment trends continue to improve.

Expenditures

	Budget to Cumulative Expenditure Comparison (July 1 – March 31)			
	Amended Budget	Cumulative Expenditures	Balance Remaining	% of Budget Expended
Electric	$ 155,122,599	$ 109,622,542	$ 45,500,057	71%
Water Operations	37,846,414	23,149,970	14,696,444	61%
Wastewater Operations	49,552,662	34,728,555	14,824,107	70%
Waste Services Operations	38,205,760	24,530,097	13,675,663	64%
Transit	7,823,849	4,915,296	2,908,553	63%
Transportation	1,872,281	1,099,459	772,822	59%
Youth Development	9,139,196	5,196,093	3,943,103	57%

Operating expenditures for the Electric Fund are under budget through the third quarter, primarily due to the timing of expenditures and lower power supply costs derived from a substantial increase in hydroelectric energy from the Calaveras and South Feather projects.

Water, Wastewater, and Waste Services Operations expenditures are tracking lower than budget due to vacancies and savings in professional services, training, and travel. In addition, Water Operations expenditures are lower than budget due to reduced water purchase costs from lower-than-expected usage during the winter months.

Transit and Transportation expenditures are lower than anticipated due to the timing of contracted services and vehicle purchases being delayed through the end of the year. Staff anticipates ending the year slightly under budget due to vacancies and savings in materials, services, and supplies expenses.

Expenses for the Youth Development Fund are at 57 percent through the third quarter of the fiscal year. While enrollment trends are still recovering, PRL staff continues to take measures to reduce operational costs to offset any revenue shortfall.

Other Revenue

	Budget to Cumulative Revenue Comparison (July 1 – March 31)				
	FY2021-22 Actual	Amended Budget	Cumulative Revenues	Balance Remaining	% of Budget Collected
Fire Facilities	$ 1,734,291	$ 1,967,226	$ 1,415,421	$ (551,805)	72%
Public Facilities	4,303,696	4,629,811	5,066,052	436,241	109%
Strategic Improvement	4,261,667	2,444,423	1,744,934	(699,489)	71%

The table presented shows revenues in the Fire Facilities, Public Facilities, and Strategic Improvement Funds through the third quarter of FY2021-22 and FY2022-23. The revenue estimates for these three funds are generally based on a multi-year trend analysis of forecasted single and multi-family residential units, commercial development, and prior-year revenue collections. The Public Facilities Fund is at 109 percent of the revenue target due to the

sustained increase in development activity throughout the City. Revenues for the Fire Facilities and Strategic Improvement Funds ended the third quarter close to target at 72 percent and 71 percent, respectively. Staff anticipates that revenues in these funds will end the year on or above the budget target due to the increase in development activity during the spring and summer months. Cumulative revenue in the Strategic Improvement Fund is significantly lower than the FY2021-22 actuals because the prior year's actuals included a $2.5 million transfer from the Environmental Utilities Department for 243.4 acres of vacant land for future operational requirements.

City of Roseville

Quarterly Report on Sales Tax and Business Activity

Top 25 Sales Tax Remitters

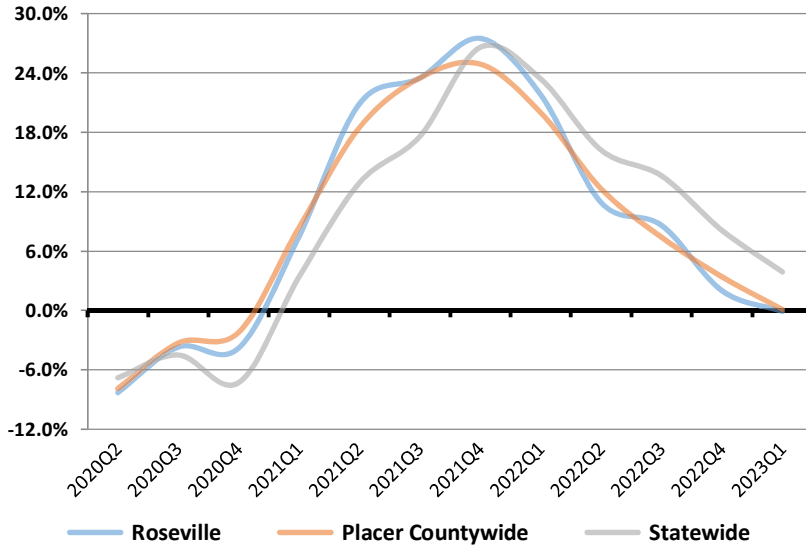
ARCO AM/PM MINI MARTS
AUTONATION CHRYSLER DODGE JEEP RAM ROSEVIL
AUTONATION HONDA
BMW OF ROSEVILLE
CARMAX AUTO SUPERSTORES
CHEVRON SERVICE STATIONS
COSTCO WHOLESALE
FUTURE FORD
FUTURE NISSAN
GMC RELIABLE
HOME DEPOT
LEXUS OF ROSEVILLE
MACY'S DEPARTMENT STORE
MCKESSON MEDICAL -SURGICAL
NIELLO ACURA
NORDSTROM DEPARTMENT STORE
ROSEVILLE CHEVROLET
ROSEVILLE HYUNDAI
ROSEVILLE KIA
ROSEVILLE TOYOTA & SCION
SAFEWAY SERVICE STATIONS
SAM'S CLUB
TARGET STORES
VANDERBEEK MOTORS
WAL MART STORES

1st Quarter 2023 in Review

California sales tax cash receipts decreased by 0.2% from the same quarter last year. In this jurisdiction sales tax cash receipts increased by 1.8% from the same quarter last year due to a increase of $27,411,000 in Taxable Sales.

Cash Receipts	Quarter	Annual
Roseville	1.8%	-0.1%
Placer Countywide Pool	13.7%	4.3%
Placer Countywide	-1.8%	0.1%
Sacramento Valley Region	-3.9%	0.9%
Statewide	-0.2%	3.9%

Annualized Percent Change in Sales Tax Cash Receipts



Business Activity	Roseville Quarter	Roseville Annual	Sacramento Valley Quarter	Sacramento Valley Annual	California Quarter	California Annual
General Retail	**-2.4%**	**4.4%**	-4.6%	-0.1%	-1.1%	2.0%
Food Products	**6.4%**	**8.7%**	6.4%	8.2%	5.0%	7.6%
Transportation	**-3.1%**	**-1.7%**	-4.0%	2.4%	-4.7%	5.6%
Construction	**-6.8%**	**0.7%**	-14.4%	1.2%	-7.4%	2.1%
Business To Business	**-4.5%**	**5.8%**	3.3%	9.1%	-4.0%	4.9%
TOTAL LOCAL BUSINESS ACTIVITY	**-1.9%**	**2.6%**	-3.0%	3.3%	-2.0%	4.5%
COUNTYWIDE POOL ACTIVITY	**17.8%**	**4.2%**	1.9%	2.3%	-2.9%	0.3%

City of Roseville

News

- **Economic Activity:** Real Gross Domestic Product (GDP) increased at an annual rate of 1.6% in the first quarter of 2023. U.S. inflation decreased to 5.0% in March of 2023 compared to the same month a year ago. California's headline inflation was 5.4% year over year as of February of 2023. (DIR, BEA, BLS, April Finance Bulletin)

- **Employment:** The U.S. unemployment rate decreased slightly to 3.5% in March of 2023. California's unemployment rate increased slightly to 4.4% in March of 2023, 0.3 percentage point higher than November of 2022 rate of 4.1%. (BLS, March Finance Bulletin)

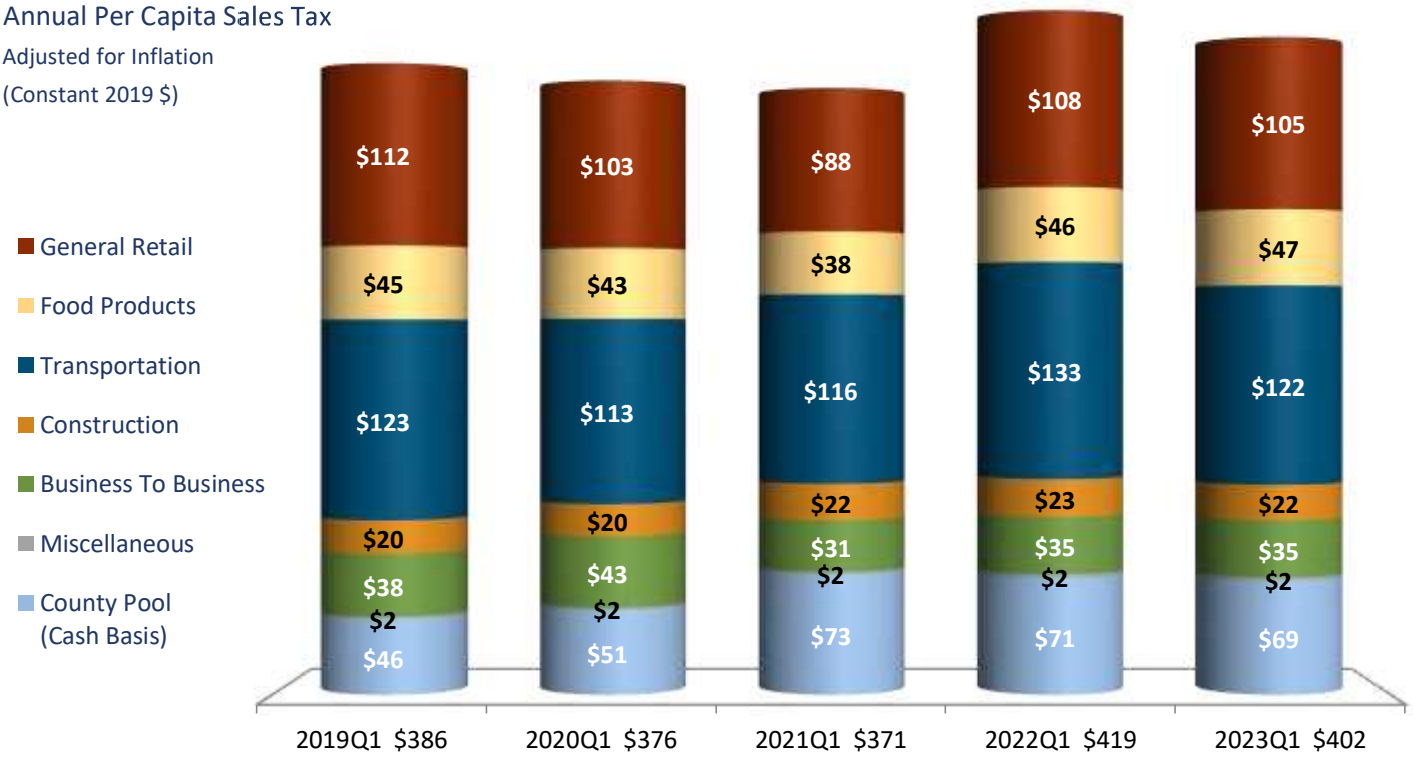
- **Personal Income:** U.S. personal income increased by 6.2% for the first quarter of 2023, compared to same quarter previous year. Compensation of employees increased by 6.9% while personal current taxes decreased by 6.5% from the previous period, resulting in a net gain of 8.4% in disposable income. The increase of disposable income generated a 20.6% increase in US personal savings for the first quarter of 2023, compared to same quarter previous year. (BEA)

Roseville

Annual Per Capita Sales Tax

Adjusted for Inflation

(Constant 2019 $)



COUNCIL COMMUNICATION

CC #: 2928
File #: 0206-03-01 & 0409

Title:	Community Facilities District No. 4 (Public Services), Annexation No. 9 (1028 Main Street Subdivision)
Contact:	Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 11.1.

RECOMMENDATION TO COUNCIL

Staff recommends the the City Council adopt the following resolutions:

- A Resolution of the City Council of the City of Roseville of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors.
- A Resolution of the City Council of the City of Roseville Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien City of Roseville, Community Facilities District No. 4 (Public Services) Annexation No. 9

BACKGROUND

On March 23, 2023, the Planning Commission approved the developer's request for a Tentative Subdivision Map to subdivide a 2.5-acre parcel into ten (10) single family residential lots. Per the conditions of approval, the subject property shall be annexed into the existing infill Community Facilities District (CFD) No. 4 (Public Facilities) prior to approval of the Final Parcel Map, for the purpose of covering the costs of the ongoing maintenance obligations. The List of Authorized Services can be found in the attached documents. Parcels within this subdivision will be assigned the maximum tax rate associated within Tax Zone 2 of the Rate and Method of Apportionment, also attached.

On August 16, 2023, Council approved a Resolution of Intention to Annex Territory to Community Facilities District (CFD) No. 4 (Public Services) and to Authorize the Levy of Special Taxes Therein and set September 20, 2023, as the date to conduct a public hearing.

FISCAL IMPACT

The annexation of property into infill CFD No. 4 will not impact the City's General Fund. The

property owners will pay a special tax, sufficient to pay the maintenance costs of the CFD, to be levied annually on the parcels of real property within the CFD.

ENVIRONMENTAL REVIEW

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

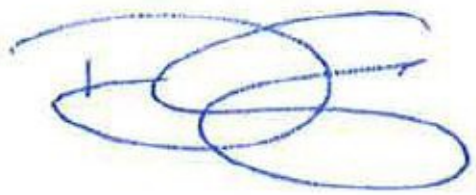
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-376

Resolution 23-377

Amended Notice of Special Tax Lien

Notice of Public Hearing

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS

CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)

Annexation No. 9 (1028 Main Street Subdivision)

WHEREAS, this Council on August 16, 2023 adopted its Resolution No. 23-344, "A Resolution of the City Council of the City of Roseville of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"), stating its intention to annex certain territory to the City's Community Facilities District No. 4 (Public Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the public services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to finance the public services for the CFD, are as set forth in Resolution No. 05-227, adopted by the City Council of the City on May 18, 2005 (the "Resolution of Formation");

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD and at such hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

WHEREAS, at the conclusion of such hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD; and

WHEREAS, Annexation Map No. 9 to the CFD, showing the territory proposed to be annexed has been recorded with the County Recorder of the County of Placer and is on file with the City Clerk, and reference is hereby made thereto.

NOW, THEREFORE, the City Council of the City of Roseville resolves:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined

to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. The description and map of the boundaries of the territory to be annexed to CFD, as described in said Annexation Map No. 9 to the CFD on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

3. The provisions of the Resolution of Formation and the Resolution of Intention, each as heretofore adopted by this Council are by this reference incorporated herein as if fully set forth herein.

4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

6. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 et seq. of the California Elections Code, except that the election date shall be established in accordance with Government Code Section 53326(a).

7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on September 20, 2023 at 6:00 p.m., or as soon as possible thereafter, in the regular meeting place of this City Council, being the City Council Chambers, 311 Vernon Street, Roseville, California.

8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form of ballot is hereby approved.

9. The City Clerk shall accept the ballots of the qualified electors received prior to the holding of the public hearing, whether received by mail or by personal delivery.

10. This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before such election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

* * * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2023 by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk of the City of Roseville

Exhibit A

CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)

Annexation No. 9 (1028 Main Street Subdivision)

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Roseville no later than 6:00 p.m. on Wednesday, September 20, 2023, either by mail or in person. The City Clerk's office is located at City Hall, City of Roseville, Civic Center, 311 Vernon Street, Roseville, California, 95678.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

The estimated maximum amount of money raised annually by this measure is expected to be $_____per year (assuming Fiscal Year 2023-2024 special tax rates), upon full build-out of the parcels annexing into the CFD, subject to escalation each year, based upon the rate and for the duration of the special tax set forth in the rate and method of apportionment of special taxes for the CFD.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Roseville and obtain another.

BALLOT MEASURE: Shall the measure pursuant to which the City of Roseville, by and for its Community Facilities District No. 4 (Public Services) (the "CFD"), is authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of the Council of the City of Roseville of Annexation of Territory to Community Facilities District, Authorizing Levy of Special Tax Therein and Submitting Levy Of Tax to Qualified Electors, adopted by such Council on September 20, 2023 **be adopted**?

YES:_____

NO:_____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326(a) and 5327(b) of the California Government Code.

Number of Votes:
Property Owner:

By: _____
Name: _____
Title: _____

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 23-377

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)

Annexation No. 9 (1028 Main Street Subdivision)

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 4 (Public Services) (the "CFD");

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, the City Council of the City of Roseville resolves:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council as described in the resolution adopted on the date hereof entitled, "A Resolution of the City Council of the City of Roseville of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted on the date hereof.

2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2023 by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk of the City of Roseville

EXHIBIT A

CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)

Annexation No. 9 (1028 Main Street Subdivision)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date, in the territory annexed to Community Facilities District No. 4 (Public Services) of the City of Roseville which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO	
City of Roseville Community Facilities District No. 4 (Public Services) Annexation No. 9 (1028 Main Street Subdivision) Special Tax Annexation Election, September 20, 2023	_____	_____	_____	_____	_____

BALLOT MEASURE: Shall the measure pursuant to which the City of Roseville, by and for its Community Facilities District No. 4 (Public Services) (the "CFD"), is authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of the Council of the City of Roseville of Annexation of Territory to Community Facilities District, Authorizing Levy of Special Tax Therein and Submitting Levy Of Tax to Qualified Electors, adopted by such Council on September 20, 2023 **be adopted**?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this ____ day of _____, 2023.

CITY OF ROSEVILLE

By: _____
City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City Clerk
City of Roseville
311 Vernon Street,
Roseville, CA 95678

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Roseville
Community Facilities District No. 4
(Public Services)

Annexation No. 9 (1028 Main Street Subdivision)

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq*., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy for Community Facilities District No. 4 (Public Services) (the "CFD"), County of Placer, State of California, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of public services in and according to the rate and method of apportionment set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on June 21, 2005, as Document No. 2015-0079310, to which recorded Notice of Special Tax Lien and amendment thereto reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends and supplements the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 4 (Public Services) of the City Roseville the lands set forth in that certain "Annexation Map 9 to Community Facilities District No. 4 (Public Services), County of Placer, State of California – 1028 Main Street Subdivision," heretofore recorded on _____ at Book _ Maps of Assessment and Community Facilities Districts at Page _ in the office of the County Recorder of the County of Placer, State of California.

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53324 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of paying for public services as described in **Exhibit A** attached hereto, and the incidental expenses related thereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which have been annexed to Community Facilities District No. 4 (Public Services), as shown in the Annexation Map referred to above, are thus included in this Amended Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in **Exhibit C** hereto and hereby made a part hereof.

The special tax is authorized to be levied against the parcel(s) described in Exhibit C hereto, which parcel(s) has been annexed into Community Facilities District No. 4 (Public Services), City of Roseville, County of Placer, State of California, which has been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect unless the special tax obligation is canceled in accordance with law or the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment and the manner of collection of the authorized special tax is shown on **Exhibit B** attached hereto. The rate, method of apportionment, and the manner of collection of the authorized special tax does not contain conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 4 (Public Services), City of Roseville, in accordance with Section 3115.5 of the Streets and Highways Code.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City Administrator of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, telephone number (916) 774-5319.

Dated: As of _____, 2023.

By: _____
City Clerk
City of Roseville

EXHIBIT A – List of Authorized Services
EXHIBIT B – Rate and Method of Apportionment
EXHIBIT C – Property Owner and Parcel Number

EXHIBIT A

CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)
Annexation No. 9 (1028 Main Street Subdivsion)

List of Authorized Services

The Maintenance Obligations to be finance, in whole or in part, by this CFD shall consist of the following:

1. Maintenance of the landscape corridors and paseos designed to serve the project areas within the CFD, including but not limited to, soundwalls, trees, bus shelters, autumn leaf cleanup and street sweeping, landscaping, the City and neighborhood entry features and the landscape median;
2. Maintenance of all public pedestrian or bicycle pathways;
3. Maintenance of the Open Space Buffer Areas, Park Preserve areas and any lots that will be conveyed to the City, with such maintenance to include fire breaks and fire safety measures;
4. Maintenance of landscaping, and irrigation, for neighborhood park improvements, maintenance, and repair and replacement;
5. Maintenance of any sound attenuation wall, berm, and related on-site sound attenuation improvements constructed as part of the CFD;
6. Maintenance of storm drainage, stormwater management and drainage system facilities; and
7. Performance and management of any environmental mitigation monitoring, including the annual review thereof.

General City Costs

- City and County costs associated with the setting, levy, and collection of the Special Taxes.
- City costs associated with contract administration.

Sinking Funds

The Special Taxes may be collected and set-aside in designated sinking funds to be used by the City to fund miscellaneous costs related to any of the items described above as well as vandalism repair and future repairs to and replacement of landscaping, entry monuments and features, wall and fences, and other improvements the maintenance of which is funded by CFD No. 4.

EXHIBIT B
CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 4
(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 4 (Public Services) [herein "CFD No. 4"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 4, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 4, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 4 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%).

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 4 as set forth in the documents adopted by the City Council when the CFD was formed.

"Base Year" means Fiscal Year 2005-06.

"City" means the City of Roseville.

"City Council" means the City Council of the City of Roseville, acting as the legislative body of CFD No. 4.

"County" means the County of Placer.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

"Finance Director" means the Finance Director for the City of Roseville or his or her designee.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Land Use Class" means, for a particular Parcel, Non-Residential Property, Multi-Family Property, Single Family Detached Property, or Single Family Attached Property.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means any Parcel of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with Units that are offered for rent to the general public.

"Non-Residential Property" means any Parcel of Developed Property within CFD No. 4 that is not Multi-Family Property, Single Family Detached Residential Property, or Single Family Attached Property.

"Public Property" means any property within the boundaries of CFD No. 4 that is owned by the federal government, State of California, County, City, or other public agency.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels in CFD No. 4 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels in CFD No. 4 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized services, maintenance expenses, sinking fund payments and capital reserves authorized to be funded by CFD No. 4, (ii) Administrative Expenses, (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

"Special Tax" means any tax levied pursuant to the Act on property within CFD No. 4.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 4 which are not exempt from the Special Tax pursuant to law or Section F below.

"Taxable Public Property" means, in any Fiscal Year, all Assessor's Parcels in CFD No. 4 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a Public Agency.

"Tax Zone" means one of the twenty-eight (28) mutually exclusive tax zones identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels added to the CFD as a result of future annexations (which may be noncontiguous with Parcels already in the Tax Zone).

"Unit" means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

"Undeveloped Property" means all Parcels of Taxable Property within the boundaries of CFD No. 4 that are not Developed Property, as determined by the Administrator.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel number for all Parcels of Taxable Property within CFD No. 4 and shall determine within which Tax Zone each Assessor's Parcel is located. Upon each annexation of property into CFD No. 4, the Administrator shall update Attachment 1 to include the new Assessor's Parcel number(s).

Based on review of building permit records for property within the CFD, each Parcel shall be categorized as either Developed Property or Undeveloped Property for purposes of levying the Special Tax pursuant to Section E below. For Single Family Attached Property or Multi-Family Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the new Land Use Class that can be developed on the Parcel after the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the Land Use Class that will be allowed after the rezone is approved.

C. MAXIMUM SPECIAL TAX

The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 4:

MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06, REVISED 2006-07) *

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06) *
1	$ 50 per Unit
2	$ 75 per Unit
3	$ 100 per Unit
4	$ 125 per Unit
5	$ 150 per Unit
6	$ 175 per Unit
7	$ 200 per Unit
8	$ 225 per Unit
9	$ 250 per Unit
10	$ 275 per Unit
11	$ 300 per Unit

12	$ 350 per Unit
13	$ 375 per Unit
14	$ 250 per Acre
15	$ 350 per Acre
16	$ 475 per Acre
17	$ 600 per Acre
18	$ 750 per Acre
19	$ 850 per Acre
20	$ 1,000 per Acre
21	$ 1,050 per Acre
22	$ 1,500 per Acre
23	$ 2,000 per Acre
24	$ 2,500 per Acre
25	$ 3,000 per Acre
26	$ 3,500 per Acre
27	$ 4,000 per Acre
28	$ 4,500 per Acre
29	$ 5,000 per Acre
30	$ 5,500 per Acre
31	$ 6,000 per Acre

** Beginning July 1, 2006 and each July 1 thereafter, all of the Maximum Special Taxes shown in Table 1 above shall be adjusted by applying the Annual Tax Escalation Factor.*

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

First: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that had applied to the Parcel prior to the Parcel becoming Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 4 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the

authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 4 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property that is not Taxable Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

ATTACHMENT 1
MAXIMUM SPECIAL TAX RATES
(FISCAL YEAR 2005-06, REVISED 2006-07)*
IDENTIFICATION OF TAX ZONES

Tax Zone	Maximum Special Tax (Fiscal Year 2005-06)*
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	017-250-005 (017-117-007,011,014) 71 ac
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 2
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 5 (OLD AUBURN RANCH)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7	467-090-002-000	32	2015/16
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 3
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 6 (FOOTHILLS AMERICAN DREAM)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7	475-050-019-000	62	2016/2017
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 4
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 7 (THE VILLAGES AT KIT CARSON)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13	048-350-015-000; 048-350-016-000; 048-350-018-000; 048-350-021-000; 048-350-022-000	21	2019/20
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 5
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 8 (415 EAST STREET SUBDIVISION)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2			
3			
4	013-030-009-000	10	2020/21
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

ATTACHMENT 6
MAXIMUM SPECIAL TAX RATES
IDENTIFICATION OF TAX ZONES
ANNEXATION NO. 9 (1028 MAIN STREET SUBDIVISION)

Tax Zone	Assessor's Parcels Included in Tax Zone*	Proposed Units	Fiscal Year in Which APN was Added to CFD No. 4
1			
2	015-080-030-000	10	2023/24
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

The property identified by the APNs listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to Assessor's Parcel numbers in future Fiscal Years.

EXHIBIT C

CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)
Annexation No. 9 (1028 Main Street Subdivision)

Property Owner and Assessor Parcel Number

Name(s) of Property Owner	Assessor Parcel Number(s)
Chad Phillips and Kasha Phillips	015-080-030-000

NOTICE OF HEARING

CITY OF ROSEVILLE
Community Facilities District No. 4
(Public Services)

Annexation No. 9 (1028 Main Street Subdivision)

Notice is hereby given by the City of Roseville (the "City") with respect to its Community Facilities District No. No. 4 (Public Services) (the "CFD") that on August 16, 2023, the City Council of the City, as the legislative body for the CFD, adopted its Resolution No. 23-, "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the existing CFD, all as provided in the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 et seq. of California Government Code) (the "Act'). The Resolution of Intention provides that the special taxes heretofore caused to be levied in the CFD for financing the public services provided through the CFD shall be levied in the territory proposed to be annexed, subject to public hearing and landowner election proceedings as specified in the Act.

Notice is further given that Wednesday, September 20, 2023 at 6:00 p.m. or as soon as possible thereafter, in the City Council Chambers, 311 Vernon Street, Roseville, CA 95678, are the time and place when and where the City Council of the City, as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

Notice is further given that at the hearing, the testimony of all interested persons for and against the annexation of said territory to the CFD or the levying of special taxes within the territory proposed to be annexed will be heard.

Dated as of August ____, 2023

City Clerk
City of Roseville

COUNCIL COMMUNICATION

CC #: 2947
File #: 0400-02 & 0401-02-02

Title: Downtown Code and Ordinance Updates 2023
Contact: Lauren Hocker 916-774-5274 lhocker@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 11.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the two (2) findings of fact and introduce for first reading an ordinance amending Sign ordinance Chapter 17.06 regarding wall signs for corner tenants.

At the August 24, 2023 Planning Commission hearing, the Planning Commission recommended the City Council take the following actions:

1. Adopt the two (2) findings of fact and introduce for first reading an ordinance amending Downtown Code Chapter 2, 3, 4, and 7 regarding permitted land uses, parking requirements, Vernon Street District Standards, and Downtown murals.

2. Adopt the two (2) findings of fact and introduce for first reading an ordinance amending Zoning Ordinance Chapter 19.86 regarding Zoning Ordinance Amendments.

BACKGROUND

Staff annually reviews the Zoning Ordinance to identify needed maintenance updates, including in response to state legislation, but has not prepared a maintenance update for the City's Downtown Code in several years. Staff is proposing updates to the Downtown Code consistent with legislation passed over the last several years, and to bring it into consistency with similar changes made in the Zoning Ordinance. A more detailed description of the changes is contained within the Planning Commission staff report (Attachment 1). The updates are relatively minor, and consist of the following changes (see Exhibit A):

- Downtown Code Chapter 2 (Land Use and Zoning): This update adds community care facilities (small and large) and long-term care facilities (small and large) as uses permitted in districts where residential uses are permitted, adds low barrier navigation centers as a permitted use where multifamily uses are permitted, adds electric vehicle charging centers as a use type (to reflect this emerging new use), modifies "gasoline sales" to "fuel sales" to recognize alternative fuels, and adds a table note clarifying that transitional and supportive

housing uses are permitted where residential uses are permitted or conditionally permitted. These changes were adopted by City Council as part of annual Zoning Ordinance updates in 2022 and 2023.

- Downtown Code Chapter 3 (Regulatory Incentives): This update adds a note indicating that parking standards may be reduced by sections of the Government Code related to density bonuses, proximity to transit, and other sections of law.

- Downtown Code Chapter 4 (District Standards): The existing Section 4.6.2 requires 80% of ground-floor space be retail and 20% be office on Vernon Street. As the non-residential market has shifted this provision has become a barrier to development and redevelopment. Staff is recommending the requirement be modified to require 80% of ground floor space be non-residential. This preserves the ground-floor space as a predominantly activated space, while providing for more flexibility of uses. On June 7, 2023, the City Council enacted Emergency Ordinance No. 6667 which temporarily suspended the provisions of Section 4.6.2 to allow staff time to draft the currently proposed language.

- Chapter 7 (Downtown Specific Ordinances): The existing Section 7.11 relating to Downtown Murals was designed to focus mural development around imagery related to historic Roseville, includes large sections of subjective language that have been difficult to implement, or provisions that have hampered beneficial mural projects. Blue Line Arts administers a mural program for the Downtown area, and recommended revisions to the section. Staff worked with Blue Line Arts for over a year on revisions to simplify and clarify the section. Both City staff and Blue Line Arts staff are comfortable with the proposed changes.

Section 17.06.220 (Sign Ordinance, Wall signs for building complexes): For corner tenants of freestanding pad buildings, this update allows three wall signs (one on each wall face) instead of two. See Exhibit B.

Section 19.86.020 (Zoning Ordinance, Initiation of amendment): This update establishes that text amendments to Title 19 (the Zoning Ordinance) shall be initiated by City Council, Planning Commission, or the Planning Manager. See Exhibit C.

EVALUATION

Downtown Code

In 2009 the City Council, by Ordinance, added Chapter 19.31 to the Roseville Municipal Code which adopted and incorporated by reference the Downtown Code, “as though it were fully set forth” within Title 19. Therefore, the same findings of fact to approve a zoning ordinance amendment apply to amendments of the Downtown Code. Section 19.86.050 of the City of Roseville Zoning Ordinance requires two findings be made in order to approve a zoning ordinance amendment. The two findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the project in relation to the findings.

1. ***The project is consistent with the public interest, health, safety, or welfare of the City.***

2. ***The project is consistent with the General Plan and any applicable specific plan of the City of Roseville.***

The proposed project brings the Downtown Code into consistency with legislation adopted within the past few years, and amends sections which have proven difficult to implement. The proposed amendments ensure a clear and consistent set of effective regulations, and are therefore

consistent with the public interest, health, safety, and welfare. Staff review also concludes the changes are consistent with the General Plan and the Downtown Specific Plan.

Sign Ordinance (Title 17)

Title 17 of the City of Roseville Zoning Ordinance was adopted by City Council on the basis of the findings listed in Section 17.02.020, as shown below. There is no advisory body for Title 17, so staff requested Planning Commission review and comment on the change to Title 17. Planning Commission had no comments or concerns about the proposed change.

1. Signs are an essential element of any community. As such, their location, number, size, design, and relationship to each other and to other structures have a significant influence upon a community's appearance and welfare, and a resultant effect upon a viewer's perception of the community. Signs serve a useful purpose in communicating messages, whether commercial, non-commercial, or merely informative, or otherwise.
2. Where signs are not properly regulated and maintained, they contribute to visual clutter, confusion, aesthetic blight, and create an unpleasant impression. They may cause traffic hazards and impede rather than enhance commerce and communication. In such situations, signs may fail to achieve their original objective of communication. Failure to appropriately regulate signs adversely affects the public health, safety and welfare.

The proposed minor change to Title 17 has no impact on the findings made upon adoption of the Sign Ordinance, and ensures a clear set of regulations for both the public and for City staff.

Zoning Ordinance (Title 19)

Section 19.86.050 of the City of Roseville Zoning Ordinance requires two findings be made in order to approve a zoning ordinance amendment. The two findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the project in relation to the findings.

1. ***The project is consistent with the public interest, health, safety, or welfare of the City.***

2. ***The project is consistent with the General Plan and any applicable specific plan of the City of Roseville.***

The proposed change to the Zoning Ordinance is minor and ensures that amendments to regulations of the Zoning Ordinance can be initiated, as needed, by the City. For this reason, staff finds that the project is consistent with the public interest, health, safety, or welfare of the City and that the project is consistent with the General Plan and applicable specific plans.

Public Outreach

Text amendments of the City's Zoning Ordinance and Sign Ordinance are not site-specific, and therefore public hearing notices were not mailed to individual property owners. Consistent with noticing requirements for a citywide project a public hearing notice was published in the Press Tribune, and in addition was posted on the RCONA website. Staff also worked collaboratively with Blue Line Arts to develop the amendments to Downtown Code Chapter 7, addressing murals.

Summary of Planning Commission Meeting

The proposed amendments were heard by the City's Planning Commission on August 24, 2023. A Commissioner asked what types of non-residential uses could be expected in the Vernon Street District, and staff indicated that the usual array of non-residential uses were permitted, and included personal services, restaurants, and other activated uses. Staff also noted that many of the *existing* uses on Vernon Street do not meet the current requirement for 80% retail/20% office, and that City Council took action to suspend application of this requirement, until the section could be amended. Planning Commission had no other comments or concerns about the revisions.

FISCAL IMPACT

The project has no impact on the City's General Fund.

ENVIRONMENTAL REVIEW

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

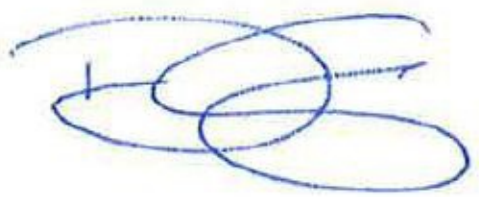
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth.

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Exhibit A Downtown Code Redline

Attachment 1 Planning Commission Staff Report

Exhibit B Roseville Municipal Code Chapter 17.06 Redlines

Exhibit C Roseville Municipal Code Chapter 19.86 Redline

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.3.2 OF CHAPTER 2 OF THE ROSEVILLE DOWNTOWN CODE REGARDING ALLOWED LAND USES, SECTION 3.4 OF CHAPTER 3 REGARDING PARKING REQUIREMENTS, SECTION 4.6.2 OF CHAPTER 4 REGARDING VERNON STREET DISTRICT DEVELOPMENT STANDARDS, AND SECTION 7.11 OF CHAPTER 7 REGARDING DOWNTOWN MURALS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Background and Purpose: In 2009, the City Council, by Ordinance No. 4728, added Chapter 19.31 to the Roseville Municipal Code which adopted and incorporated by reference the Downtown Code. The proposed amendment of the Downtown Code would amend Downtown Code Chapter 2 (Land Use and Zoning) to update the permitted use table to reflect changes in state law, including adding community care facilities (small and large) and long-term care facilities (small and large) as uses permitted in districts where residential uses are permitted, adding low barrier navigation centers as a permitted use where multifamily uses are permitted, adding electric vehicle charging centers as a use type (to reflect this emerging new use), modifying "gasoline sales" to "fuel sales" to recognize alternative fuels, and adding a table note clarifying that transitional and supportive housing uses are permitted where residential uses are permitted or conditionally permitted; amend Downtown Code Chapter 3 (Regulatory Incentives) to add a note indicating that parking standards may be reduced by sections of the Government Code related to density bonuses, proximity to transit, and other sections of law; amend Downtown Code Chapter 4 (District Standards) to amend Section 4.6.2 to require 80% of ground floor space be non-residential, instead of requiring 80% be retail and 20% be office; and to amend Chapter 7 (Downtown Specific Ordinances) to clarify and simplify Section 7.11 relating to Downtown Murals.

SECTION 2. Amendment of Downtown Code. Chapter 2, Chapter 3, Chapter 4, and Chapter 7 are hereby amended as shown in Exhibit A.

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 Downtown Code a certificate or notation stating the time and place of said publication by posting. The Planning Manager is directed to replace pages of the Downtown Code with the revised pages as shown in Exhibit A.

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

2.3.2 Detailed Land Use Matrix

The following land use matrix specifies permitted uses, conditionally permitted uses, administratively permitted uses, permitted uses with a zoning clearance, and prohibited uses, for each of the ten Specific Plan districts (excludes Royer Park which is not a development district). Principally permitted uses indicate that the use is allowed in the specified zone. Conditionally permitted, administratively permitted uses, and uses permitted by a zoning clearance require the granting of a Conditional Use Permit, Administrative Permit, or Zoning Clearance, respectively, as provided in Chapter 19.72 and 19.74 of the Municipal Code. Prohibited uses are not allowed in the specified district. The Director may determine that uses that are not specifically listed in the land use matrix are of the same general character of uses listed in the matrix.

Existing buildings, structures, and uses permitted within the Specific Plan area (as of the effective date of this chapter) shall continue to be permitted and exempt from the requirements of this chapter as legal non-conforming. The expansion of, addition to, or modification of an existing building, structure, or use may be permitted subject to development plan review and approval of the Director to ensure that the proposed expansion is consistent with the policies and standards of this chapter and the Municipal Code.

Permitted Use Types: Use type classifications are defined in Chapter 19.08 of the City's Zoning Ordinance. This chapter of the **Downtown Code** relies on the classification system established in the Zoning Ordinance.

Primary uses for the various zone districts are exhibited in the table on the following pages, and are designated as follows:

- *Principally permitted use, designated as "P";*
- *Conditionally permitted use, designated as "CUP";*
- *Administratively permitted use, designated as "A";*
- *Zoning Clearance permitted use, designated as "ZC"; and*
- *Primary use types not listed or designated by a dash(-) are not permitted in that zone district.*

	Washington Corridor	Washington Corridor (Intensified)	Old Town Bungalow Residential	Old Town Commercial	Old Town Commercial (Extension)	Vernon Street	Dry Creek Mixed-Use	Creek View Residential	Vernon Bungalow Residential	Douglas Boulevard
	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
AGRICULTURE & OPEN SPACE USE TYPES										
Resource Protection & Restoration	-	-	-	-	P	P	P	P	-	P
Resource Related Recreation	P	P	P	P	P	P	P	P	P	P
CIVIC USE TYPES	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
Community Assembly (1)	P	-	-	CUP	-	CUP	-	CUP	-	P
Community Services	P	P	P	P	P	P	P	P	P	P
Essential Services	P	P	P	P	P	P	P	P	P	P
Hospital Services										
General Hospital Services	P	-	-	-	-	-	-	-	-	P
Psychiatric Hospital Services	CUP	-	-	-	-	-	-	-	-	CUP
Libraries & Museums, Private	P	-	-	P	P	P	P	-	-	P
Public Parking Services	P	P	P	P	P	P	P	P	P	P
Schools										
College & University	P	-	-	-	-	P	P	P	-	P
Elementary & Secondary	P	-	-	-	-	-	CUP	-	-	P
Private Elementary & Secondary	P	-	-	-	-	-	CUP	-	-	P
Power Generating Facilities (2)										
Emergency	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC	ZC
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P	P	P	P	P	P
RESIDENTIAL USE TYPES (13)	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
Live/Work (3)	P	P	P	P	-	P	P	P	P	P
Mixed Use (4)	P	P	-	P	P	P	P	P	-	P

	Washington Corridor	Washington Corridor (Intensified)	Old Town Bungalow Residential	Old Town Commercial	Old Town Commercial (Extension)	Vernon Street	Dry Creek Mixed-Use	Creek View Residential	Vernon Bungalow Residential	Douglas Boulevard
	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
Dwelling										
Community Care Facilities, Small	P	P	P	P	-	P	P	P	P	P
Community Care Facilities, Large	P	P	A	P	-	P	P	P	A	P
Multi-Family (13 du's/ Acre min. density) **(5)**	P	P	-	P	-	P	P	P	-	P
Single-Family	-	-	P	-	-	-	CUP	CUP	P	-
Two-Family **(6)**	-	-	P	-	-	-	CUP	CUP	P	-
Family Day Care Home, Small	-	-	P	-	-	-	P	P	P	-
Family Day Care Home, Large	CUP	CUP	CUP	CUP	-	CUP	CUP	P	CUP	
Long-Term Care Facility, Small	P	P	P	P	-	P	P	P	P	P
Long-Term Care Facility, Large	P	P	A	P	-	P	P	A	A	P
Low Barrier Navigation Centers	P	P	-	P	-	P	P	P	-	P
Single Room Occupant	-	-	-	CUP	-	CUP	-	-	-	-
High Efficiency Residential Units **(7)**	-	-	-	P/ CUP	-	P/ CUP	P/ CUP	P/ CUP	-	-
COMMERCIAL USE TYPES	**DT-1**	**DT-2**	**DT-3**	**DT-4**	**DT-5**	**DT-6**	**DT-7**	**DT-9**	**DT-10**	**DT-11**
Animal Sales & Service										
Grooming & Pet Stores	P	-	-	CUP	CUP	CUP	-	-	-	P
Veterinary Clinic	P	-	-	CUP	CUP	-	-	-	-	P
Veterinary Hospital	CUP	-	-	-	CUP	-	-	-	-	CUP
Automotive & Equipment										
Automotive Repairs	CUP	-	-	-	CUP	CUP	-	-	-	CUP
Commercial Parking **(8)**	CUP	-	-	CUP	P	CUP	-	-	-	CUP

~~Gasoline~~ Fuel Sales	CUP	-	-	-	CUP	-	-	-	-	CUP
Electric Vehicle Charging Centers	CUP	-	-	-	CUP	-	-	-	-	CUP
Banks & Financial Services	P	P	-	P	p	P	P	P	-	P
Bars & Drinking Places	CUP	CUP	-	P	P	P	CUP	-	-	CUP
Broadcasting & Recording Studios	-	-	-	P	P	P	-	-	-	-
Business Support Services	P	P	-	P	P	P	P	-	-	P
Commercial Recreation										
Amusement Center	CUP	CUP	-	P	P	P	P	-	-	CUP

	Washington Corridor	Washington Corridor (Intensified)	Old Town Bungalow Residential	Old Town Commercial	Old Town Commercial (Extension)	Vernon Street	Dry Creek Mixed-Use	Creek View Residential	Vernon Bungalow Residential	Douglas Boulevard
	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
Indoor Entertainment	CUP	CUP	-	P	P	P	P	-	-	CUP
Indoor Sports & Recreation	P	-	-	P	P	P	-	-	-	P
Outdoor Entertainment	-	-	-	-	-	-	P	-	-	-
Community Care Facility	P	-	-	-	-	P	P	P	-	P
Day Care Center	P	-	-	-	-	P	P	-	-	P
Eating & Drinking Establishments										
Convenience	P	P	-	P	P	P	P	-	-	P
Full Service	P	P	-	P	P	P	P	-	-	P
Food & Beverage Retail Sales[12]	P	P	-	P	-	P	P	P	-	P
Funeral & Internment Services	-	-	-	-	-	CUP	-	-	-	CUP
Lodging Services	P	-	-	P	-	P	P	-	-	P
Long Term Care Facility	CUP	-	-	-	-	-	CUP	-	-	CUP
Maintenance & Repair	P	-	-	P	P	P	-	-	-	P
Medical Services (General)	P	-	-	P	-	P	P	-	-	P
Neighborhood Commercial	P	P	-	P	P	P	P	P	-	P
Nightclubs (9)	-	-	-	ZC / A	A	A		-	-	-
Offices, Professional (10)	P	P	ZC	P	P	P	P	-	ZC	P
Personal Services (11)	P	P	ZC	P	CUP	P	P	-	ZC	P
Retail Sales & Services (12)	P	P	-	P	P	P	P	-	-	P
Specialized Education & Training										
Vocational Schools	P	-	-	P	-	P	P	-	-	P
Specialty Schools	CUP	CUP	-	P	-	P	P	-	-	CUP

	Washington Corridor	Washington Corridor (Intensified)	Old Town Bungalow Residential	Old Town Commercial	Old Town Commercial (Extension)	Vernon Street	Dry Creek Mixed-Use	Creek View Residential	Vernon Bungalow Residential	Douglas Boulevard
	DT-1	DT-2	DT-3	DT-4	DT-5	DT-6	DT-7	DT-9	DT-10	DT-11
INDUSTRIAL USE TYPES	**DT-1**	**DT-2**	**DT-3**	DT-4	**DT-5**	**DT-6**	**DT-7**	**DT-9**	**DT-10**	**DT-11**
Equipment & Materials Storage Yard	-	-	-	-	CUP	-	-	-	-	-
Light Manufacturing	-	-	-	-	CUP	-	-	-	-	-
Printing & Publishing	-	-	-	-	CUP	-	-	-	-	-
Research Services	-	-	-	-	P	-	-	-	-	-
Telecommunication Facilities	P/AP/ CUP	P/AP/CUP	P/AP/ CUP	P/AP/CUP	P/AP/CUP	P/AP/CUP	P/AP/CUP	P/AP/CUP	P/AP/ CUP	P/AP/CUP
Intermodal Facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP

Notes:

1) Community Assembly uses such as churches, fraternal lodges, non-profit clubs, etc… shall be prohibited from occupying the ground floor of the buildings in the Old Town Commercial and Vernon Street Districts.
2) Additional requirements are contained in Chapter 19.32 of the Zoning Ordinance.
3) Additional requirements are contained in Chapter 7 of the **Downtown Code** addressing Live/Work units.
4) Additional requirements are contained in Chapter 7 of the **Downtown Code** addressing Mixed Use development.
5) Multi-family will have a minimum density of 13 units per acre when anticipated to be a mixed use, multi-family or live work product. The Vernon Street district prohibits multi-family projects that are not a mixed-use development between Lincoln Street and Taylor Street.
6) Additional development standards are provided in Chapter 7 of the **Downtown Code** addressing development types allowed as Two-family or medium density product type.
7) High Efficiency units are further defined in and additional regulations are included in Chapter 7 of the **Downtown Code.**
8) Commercial parking in this Specific Plan Area does not allow for the storage of inoperable vehicles. It is intended to provide parking for surrounding businesses within the planning area.
9) Additional development standards are provided in Chapter 7 of the **Downtown Code** addressing nightclub uses as a principally permitted use in the Old Town Commercial district.
10) Additional development standards are provided in Chapter 4 of the **Downtown Code,** addressing the location of office uses in the Old Town Commercial, Vernon Street, Old Town Bungalow and Vernon Street Bungalow districts. Additionally, cash advance, and Bail Bonds offices are not permitted as office uses in the Downtown. Standards for residential to office conversions are provided in Chapter 7 of the **Downtown Code**.
11) Tattoo shops, body piercing, massage, smoke shops, hooka lounges and smoking lounges are restricted from occupying the ground floor of buildings in the Old Town Commercial and Vernon Street Districts. Additionally, to locate these personal services within these districts a Conditional Use Permit (CUP) is required. Only those personal services listed in Chapter 7.10 of the Downtown Code are permitted in the Bungalow District. See additional standards in Chapter 4. Existing uses operating at the time of the adoption of this document will be considered legal non-conforming uses.
12) Additional development standards are provided in Chapter 7 of the **Downtown Code**, addressing retail uses in the Downtown. Pawn Shops are not permitted as a retail use in the Downtown. Liquor Stores are not permitted as a Food and Beverage use in the Downtown.
13) Transitional Housing and Supportive Housing, as defined in the City of Roseville Zoning Ordinance, are considered a residential use type and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).

3.4 Parking Requirements/Incentives[1]

3.4.1 Parking Strategy

Reduction of on-site parking requirements for the uses within the Plan Area is a way to encourage and incentivize redevelopment. Analysis of the existing on-site parking requirements for the Plan Area indicated that they were not appropriate to a pedestrian-friendly downtown. By reducing the emphasis on the automobile, it will help create an environment that is more urban and vibrant in nature. To accomplish this, a "park once" mentality needs to be instituted and accepted by the stakeholders, residents and customers within the Downtown.

To effectively develop a higher FAR, gain the desired land uses, and development density Downtown, it will be necessary to relax existing off-street parking regulations. Relaxing the off-street parking regulations will also provide an incentive to developers and property owners to develop and/or redevelop parcels in the downtown. An overall parking strategy for the plan area was developed with the following implementation measures:

- *Maximize the on-street parking and continual turnover in high use areas through a comprehensive parking management plan and parking meters;*
- *Provide structured public parking to offset off-street parking requirements;*
- *Utilize an in-lieu parking fee with a graduated cost structure to help fund the cost of the public parking structures and act as a development incentive;*
- *Reduce the off-street parking requirements for desired uses including office, retail, restaurant and commercial services;*
- *Amend the parking requirements to allow off-site parking (such as on-street spaces in front of a business) to count towards meeting the overall parking requirement through the application of a lot square footage ratio;*
- *Create new at-grade public parking within the Historic Old Town;*
- *Utilize diagonal parking within the public right-of-way, when possible to maximize parking;*
- *Institute a parking credit for combining and developing two or more parcels; and,*
- *Enhance the appearance of existing parking areas to contribute to the overall character of the Plan Area.*

[1] Parking requirements may be reduced by sections of the Government Code pertaining to density bonuses, projects in proximity to transit and other sections of law, including Government Code Section 65585 and 65915.

3.4.2 Required Parking/In lieu Fee

One of the strategies for encouraging development in the Downtown is to relax the requirement for off-street parking for future uses. The number of parking spaces required for each use type is defined in Table 3.4.1, and is based on gross floor area unless otherwise noted. Where the parking requirement is established based on the number of units (i.e. 1 space per unit), the term unit means per dwelling unit, and each live/work unit is classified as one unit. All use types that are not specified in this table shall be parked per the requirements of the Zoning Ordinance.

The City may impose or enforce the below parking standards as requirements, except as otherwise provided within the California Government Code. Parking requirements can also be satisfied through the payment of a parking in-lieu fee that is meant to work as an incentive to development in the plan area. Since it is a monetary incentive, the discussion of this component of the parking strategy has been included in Section 3.5.1 of this Chapter.

Table 3.4.1

USE TYPE	PARKING REQUIREMENTs
CIVIC USE TYPES	
Community Assembly	**1 per 3 fixed seats, or 1 per 50 sq. ft. for non-fixed seats in the assembly area, plus one per classroom.**
Community Services	**Determined as part of the Design Review approval**
Hospital Services	
General Hospital Services	**1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds**
Psychiatric Hospital Services	**1 per doctor, plus 1 per 3 employees for the largest shift, plus 1 per 3 beds**
Libraries and Museums, Private	**1 per 500 sq. ft.**
Schools	
College and University	**As determined by the Design Review approval**
Elementary and Secondary	**2 per classroom, plus 60 lineal feet of loading area for every 100 students**
Private Elementary and Secondary	**2 per classroom, plus 60 lineal feet of loading area for every 100 students**
RESIDENTIAL USE TYPES	
Live/Work (1)	**Studio/1 bedroom = 1 space/unit** **2 bedrooms and above = 1.5 spaces/unit** **Guest Parking: Projects with more than 10 units shall provide 1 space for every 10 units**

4.6.2 Vernon Street District Development Standards

C. Special Provisions

1. New development fronting onto Vernon Street shall provide (and new tenants and tenant improvements in existing buildings shall maintain) 80% of the ground floor space as non-residential ~~retail~~ use~~, and 20% can be occupied as office~~.
2. Multi-family residential is not permitted between Taylor Street and Lincoln Street.
3. Multi-family residential at a minimum of 36 units per acre is allowed with approval of a conditional use~~r~~ permit in the area extending from Bulen Street to Taylor Street on the southern end of the District, and from Lincoln Street to Folsom Road on the northern end of the District.
4. A maximum of 10,000 square feet of single use ground floor retail/office can be developed as an individual use, anything above this requires a conditional use permit.
5. The following sites have been designated as catalyst sites:
    - 300-330 Vernon Street
    - 401 Vernon Street
    - 623-627 Vernon Street

    The design for these properties has been developed as pre-design concepts and are addressed in Chapter 9.

7.11 Downtown Murals

A. Purpose

In order to effectively implement a successful mural program for the Downtown that will ensure process consistency and community aesthetic benefits~~aesthetic value in the community~~, it is important that potential applicants adhere to the following policy and standards. The policy and standards that follow are intended to provide a reasonable process that will safeguard the interests of the community, properties adjacent to sites with murals, as well as those of the individual building/property owner.

B. Applicability

The purpose of the Downtown mural program is to support the creation and maintenance of a visually engaging environment~~enhance the commercial activity~~ in the various commercial districts within the Specific Plan area. The following Downtown Specific Plan Districts will allow murals: Washington Boulevard, Washington Boulevard Intensified, Old Town Commercial, Vernon Street, Douglas Boulevard and the Dry Creek Districts. For purposes of the Downtown Code, murals shall not be considered signs as defined by Title 17 of the Roseville Municipal Code.

C. Permit Required

Prior to the application of any mural to a building façade, a minor design review permit (MDRP) as described in Chapter 19.74 C(1) of the Zoning Ordinance, shall be obtained from the City of Roseville Planning and Redevelopment Department.

D. Design Criteria

The following provides the design criteria that needs to be considered as part of the development of a building mural:

1. ~~**Location**~~

   ~~Murals shall be constructed on a building face that is clearly visible to pedestrians and motorists. Specific to the building itself, and to the extent possible, the mural image should be located on the sides/walls of buildings that are readily visible from the street/sidewalk.~~

2. ~~**Design Characteristics**~~

   ~~Given the historical nature and area of Downtown, the mural shall be of historical significance, reflecting the growth and development of the City of Roseville and the surrounding area, or should be of such high quality and relevance to downtown Roseville,~~

~~as appropriate. The mural shall provide a public art benefit to the area and shal not add visual clutter. Potential subject matter may include images representative of historic eras important to Roseville, such as the citrus and vineyard industry periods; significant local historical figures, such as early settlers, community members, etc. who have made valuable contributions to the community; significant buildings/ structures; or significant events/activities.~~

3. Materials

Murals shall be of exceptional design and quality and incorporate high-quality materials that enhance the overall development and appearance of the site. The materials used may include paint ~~(preferred method)~~ or other artistic mediums, such as tile or mosaic which are appropriate for an outdoor location. Materials used to produce the mural shall be long lasting and graffiti- resistant to the greatest extent possible.

4. Colors

~~Vibrant mural~~ Mural colors ~~are encouraged, but~~ should be ~~complimentary and~~ harmonious with the exterior colors of the building structure. Under no circumstances will neon, fluorescent or reflective type colors/ materials be permitted.

5. Size

~~The size of the mural will be dependent upon the size of the building surface selected. The size of the mural can vary dependent upon the overall uninterrupted wall space that the mural is proposing to occupy.~~ The overall size of the mural shall be based on how the mural integrates with the building architecture and will be reviewed as part of the Design Review process.

6. Advertising

A mural shall not contain commercial advertising, defined as any text displaying business logos, names, or services, and imagery with a commercial message (as defined by the Sign Ordinance). Commercial advertising is regulated by the Sign Ordinance and Downtown Code Chapter 8, not by this section. Murals may contain design content that references business activities at the site (ex: a cornucopia mural on a grocery store), provided it does not contain commercial advertising. The exception will be the inclusion of a historic advertising theme that is unrelated to business activities within the building/structure (ex: a mural of historic fruit packing crates, provided none of the brands displayed currently exist). Additionally, the mural artist's signature may appear on the finished mural provided that it does not detract from the mural display.

7. Building Architecture

The mural, by its design, construction, and location shall enhance and not obscure or detract from the overall building architecture~~significant architectural features of the selected structure~~.

8. Relation to adjacent properties

~~A mural shall not have an adverse impact on adjacent properties or the permitted use thereof, and should contribute to the unique character and quality of the pedestrian environment within Roseville's downtown.~~

E. Care and Maintenance

1. Responsibility

Any mural produced on a private structure shall become the physical property of the property owner. As such, the building owner is responsible for the care and maintenance of the mural, and any costs associated with maintenance, repair, and/or removal of the mural.

2. Neglect of Maintenance

If, for whatever reason, the City has found that the mural is in a state of poor condition, the building owner will be notified in writing, and required to make the necessary repairs within 60 days of official notification. If the repairs are not made within the specified time period, the City reserves the right to repair or remove the mural at the property owner's expense.

F. Approval Process

The approval process shall be a Minor Design Review Permit as established in Chapter 19.74 of the Zoning Ordinance.

1. Formal Application

Any entity desiring to construct a mural on a building in the Downtown shall submit a Minor Design Review permit application. Accompanying the application will be a color scale rendering of the proposed project which shall be submitted to the Director, or his/her designee. This application will be reviewed for appropriateness of design, content accuracy, proposed building location and any other information required to complete the process. Mural designs that do not meet all of the design criteria may be denied, or accepted with required modifications.

2. Appeal of decision

Mural designs that do not receive approval may be appealed. The Director's decision to deny an application may be appealed to the Design Committee, following filing of a written appeal and payment of the required appeal fee as described in Chapter19.80 of the City's Zoning Ordinance.

3. Schedule

Applicants are required to begin their mural project within 60 days of approval and are required to complete the mural project within nine months of the approved Minor Design Review Permit.

4. Building Owner Authorization

The Minor Design Review Permit application must be signed by the property owner. This signature represents the owner authorization to proceed with a mural at the site.

CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting August 24, 2023

Prepared by: Lauren Hocker, Senior Planner

ITEM 6.4: ORDINANCE AMENDMENT – CITYWIDE – DOWNTOWN CODE AND ORDINANCE UPDATES 2023 – PL23-0186

REQUEST

The project is a City-initiated minor update to the Downtown Code and to Title 17 (Sign Ordinance) and Title 19 (Zoning Ordinance) of the Roseville Municipal Code. The request includes amendments to Downtown Code Chapter 2 (Land Use and Zoning) to update the permitted use table to reflect changes in state law, including adding community care facilities (small and large) and long-term care facilities (small and large) as uses permitted in districts where residential uses are permitted, adding low barrier navigation centers as a permitted use where multifamily uses are permitted, adding electric vehicle charging centers as a use type (to reflect this emerging new use), modifying "gasoline sales" to "fuel sales" to recognize alternative fuels, and adding a table note clarifying that transitional and supportive housing uses are permitted where residential uses are permitted or conditionally permitted; amendments to Downtown Code Chapter 3 (Regulatory Incentives) to add a note indicating that parking standards may be reduced by sections of the Government Code related to density bonuses, proximity to transit, and other sections of law; amendments to Downtown Code Chapter 4 (District Standards) to amend Section 4.6.2 to require 80% of ground floor space be non-residential, instead of requiring 80% be retail and 20% be office; and to amend Chapter 7 (Downtown Specific Ordinances) to clarify and simplify Section 7.11 relating to Downtown Murals. The request also includes one minor amendment to Title 17 (Sign Ordinance) Section 17.06.220 to allow three wall signs for corner tenants and one minor amendment to Title 19 (Zoning Ordinance) Section 19.86.020 to indicate that text amendments to Title 19 shall be initiated by City Council, Planning Commission, or the Planning Manager.

Applicant – City of Roseville
Owner – Citywide

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the two (2) findings of fact and recommend City Council adopt the Ordinance Amendment to amend Chapters 2, 3, 4, and 7 of the Downtown Code.
2. Review and comment on the Ordinance Amendment to Title 17 of the Roseville Municipal Code.
3. Consider the two (2) findings of fact and recommend City Council approve the Ordinance Amendment to Title 19 of the Roseville Municipal Code.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

Staff annually reviews the Zoning Ordinance to identify needed maintenance updates, including in response to state legislation, but has not prepared a maintenance update for the City's Downtown Code in several years. Staff is proposing updates to the Downtown Code consistent with legislation passed over the last several years, and to bring it into consistency with similar changes made in the Zoning Ordinance. These updates are relatively minor, and consist of the following changes (see Exhibit A):

- **Downtown Code Chapter 2 (Land Use and Zoning):** This update adds community care facilities (small and large) and long-term care facilities (small and large) as uses permitted in districts where residential uses are permitted, adds low barrier navigation centers as a permitted use where multifamily uses are permitted, adds electric vehicle charging centers as a use type (to reflect this emerging new use), modifies "gasoline sales" to "fuel sales" to recognize alternative fuels, and adds a table note clarifying that transitional and supportive housing uses are permitted where residential uses are permitted or conditionally permitted. These changes were adopted by City Council as part of annual Zoning Ordinance updates in 2022 and 2023.

- **Downtown Code Chapter 3 (Regulatory Incentives):** This update adds a note indicating that parking standards parking standards may be reduced by sections of the Government Code related to density bonuses, proximity to transit, and other sections of law. The primary law affecting these provisions is AB 2097, which became effective in January 2023. This law eliminates parking requirements for most projects within ½-mile of a "major transit stop," which in the City is the Amtrak multimodal station and affects most of the Downtown Specific Plan. Rather than attempt to completely revise all sections dealing with parking in the Downtown Code, staff is recommending a minor edit to note that parking standards may be reduced by applicable sections of the Government Code. This change was not made in the Zoning Ordinance, because on a Citywide basis most areas are unaffected by the applicable legislation.

- **Downtown Code Chapter 4 (District Standards)**: The existing Section 4.6.2 to requires 80% of ground-floor space be retail and 20% be office on Vernon Street. This standard was established in order to ensure a pedestrian-focused and activated streetscape, but as the non-residential market has shifted – particularly as it relates to office space – this provision has become a barrier to development and redevelopment. Staff is recommending the requirement be modified to require 80% of ground floor space be non-residential. This preserves the ground-floor space as a predominantly activated space, while providing for more flexibility of uses.

- **Chapter 7 (Downtown Specific Ordinances):** The existing Section 7.11 relating to Downtown Murals was designed to focus mural development around imagery related to historic Roseville, includes large sections of subjective language that have been difficult to implement, or provisions that have hampered beneficial mural projects. Blue Line Arts administers a mural program for the Downtown area, and recommended revisions to the section. Staff worked with Blue Line Arts for over a year on revisions to simplify and clarify the section. Both City staff and Blue Line Arts staff are comfortable with the proposed changes. Key changes include:

    - **Delete "Location" section.** The section required murals to be clearly visible from the sidewalk, but tenants and others have sometimes wanted to locate murals within alleys, and they still provide a public benefit is less street-forward locations.

    - **Delete "Design Characteristics" section.** This section requires the mural be "of historical significance." This is a subjective determination which has proven difficult to implement. There are also many non-historical mural designs which contribute to the intent of the mural section, which is to create a visually engaging environment.

    - **Augment "Advertising" section.** To avoid having to refer to both the Sign Ordinance and the Downtown Code, definitions have been included for the existing prohibition on "commercial advertising" which are consistent with the City's existing Sign Ordinance.

    - **Delete "Relation to Adjacent Properties" section.** This section states that a mural should not have an adverse impact on adjacent properties. However, it is unclear what adverse impact could result from a mural, or how to define this section to be objective.

Staff recommends that the Design Review process itself is sufficient to address this concern.

- **Section 17.06.220 (Sign Ordinance, Wall signs for building complexes)**: For corner tenants of freestanding pad buildings, this update allows three wall signs (one on each wall face) instead of two.

- **Section 19.86.020 (Zoning Ordinance, Initiation of amendment)**: This update establishes that text amendments to Title 19 (the Zoning Ordinance) shall be initiated by City Council, Planning Commission, or the Planning Manager.

EVALUATION

Downtown Code

In 2009 the City Council, by Ordinance, added Chapter 19.31 to the Roseville Municipal Code which adopted and incorporated by reference the Downtown Code, "as though it were fully set forth" within Title 19. Therefore, the same findings of fact to approve a zoning ordinance amendment apply to amendments of the Downtown Code. Section 19.86.050 of the City of Roseville Zoning Ordinance requires two findings be made in order to approve a zoning ordinance amendment. The two findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the project in relation to the findings.

1. ***The project is consistent with the public interest, health, safety, or welfare of the City.***

2. ***The project is consistent with the General Plan and any applicable specific plan of the City of Roseville.***

The proposed project brings the Downtown Code into consistency with legislation adopted within the past few years, and amends sections which have proven difficult to implement. The proposed amendments ensure a clear and consistent set of effective regulations, and are therefore consistent with the public interest, health, safety, and welfare. Staff review also concludes the changes are consistent with the General Plan and the Downtown Specific Plan.

Sign Ordinance (Title 17)

Title 17 of the City of Roseville Zoning Ordinance was adopted by City Council on the basis of the findings listed in Section 17.02.020, as shown below. There is no advisory body for Title 17, so staff is requesting Planning Commission review and comment on changes to Title 17, and staff will pass those comments on to City Council.

1. Signs are an essential element of any community. As such, their location, number, size, design, and relationship to each other and to other structures have a significant influence upon a community's appearance and welfare, and a resultant effect upon a viewer's perception of the community. Signs serve a useful purpose in communicating messages, whether commercial, non-commercial, or merely informative, or otherwise.

2. Where signs are not properly regulated and maintained, they contribute to visual clutter, confusion, aesthetic blight, and create an unpleasant impression. They may cause traffic hazards and impede rather than enhance commerce and communication. In such situations, signs may fail to achieve their original objective of communication. Failure to appropriately regulate signs adversely affects the public health, safety and welfare.

The proposed minor change to Title 17 has no impact on the findings made upon adoption of the Sign Ordinance, and ensures a clear set of regulations for both the public and for City staff.

Zoning Ordinance (Title 19)

Section 19.86.050 of the City of Roseville Zoning Ordinance requires two findings be made in order to approve a zoning ordinance amendment. The two findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the project in relation to the findings.

1. ***The project is consistent with the public interest, health, safety, or welfare of the City.***

2. ***The project is consistent with the General Plan and any applicable specific plan of the City of Roseville.***

The proposed change to the Zoning Ordinance is minor and ensures that amendments to regulations of the Zoning Ordinance can be initiated, as needed, by the City. For this reason, staff finds that the project is consistent with the public interest, health, safety, or welfare of the City and that the project is consistent with the General Plan and applicable specific plans.

PUBLIC OUTREACH

Text amendments of the City's Zoning Ordinance and Sign Ordinance are not site-specific, and therefore public hearing notices were not mailed to individual property owners. Consistent with noticing requirements for a citywide project a public hearing notice was published in the Press Tribune, and in addition was posted on the RCONA website. Staff also worked collaboratively with Blue Line Arts to develop the amendments to Downtown Code Chapter 7, addressing murals.

ENVIRONMENTAL DETERMINATION

The proposed project is policy and procedure-making activity, and 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)).

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Consider the findings of fact as stated in the staff report and recommend City Council approve the **ORDINANCE AMENDMENT TO THE DOWNTOWN CODE – CITYWIDE – DOWNTOWN CODE AND ORDINANCE UPDATES 2023 – PL23-0186**.

B. Review and comment on the **Title 17 ORDINANCE AMENDMENT – CITYWIDE – DOWNTOWN CODE AND ORDINANCE UPDATES 2023 – PL23-0186**.

C. Consider the findings of fact as stated in the staff report and recommend City Council approve the **Title 19 ORDINANCE AMENDMENT – CITYWIDE – DOWNTOWN CODE AND ORDINANCE UPDATES 2023 – PL23-0186**.

Exhibits

A. Downtown Code Redlines (portions of Chapter 2, Chapter 3, Chapter 4, Chapter 7)
B. Sign Ordinance Redlines (RMC 17.06.220)
C. Zoning Ordinance Redlines (RMC 19.86.020)

NOTE: Exhibits are included as part of Council staff report, and are not duplicated as part of this attachment.

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 17.06.220 OF CHAPTER 17.06 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WALL SIGNS FOR BUILDING COMPLEXES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 17.06.220 of Chapter 17.06 of Title 17 of the Roseville Municipal Code is hereby amended to read as follows:

17.06.220 Wall signs for building complexes.

A. Number.

1. Major tenants are permitted an unlimited number of wall signs;

2. Freestanding pad buildings with one tenant are permitted three wall signs, provided each sign is located on a different side of the building and faces a public entrance, a public street or a parking lot;

3. Freestanding pad buildings with two or more tenants are permitted two wall signs per in-line tenant and three wall signs per corner tenant, provided the signs for each tenant are located on a different side of the building and face a public entrance, a public street or a parking lot. Provided however, no sign shall be permitted on any façade facing a property line shared with residential land uses; and

4. Uses that are neither major tenants nor freestanding pad buildings are permitted one wall sign; provided however, a use on a corner of the building is permitted two wall signs, provided each sign is located on a different side of the building and faces a public entrance, a public street, or a parking lot.

B. Location and Design.

1. Wall signs may be:

a. Attached flat against or pinned away (peg mounted or similar) from a building wall, but shall not extend or protrude more than one foot from the wall, except for projecting signs as provided in Section 17.06.180;

b. Attached to the facade of a building, but shall not extend above the upper edge of the facade; and

c. Painted on or attached to a canopy or awning.

2. Sign casing/housing shall be compatible with the architecture of the building and should not cover or interrupt major architectural features, including such features as doors, windows, tile embellishments and reveal lines;

3. Signs placed between window spandrels, on fasciae, on sloping roofs, or on awnings shall not exceed two-thirds of the height of the area to which the sign is attached and must be centrally positioned;

4. Wall signs shall be centered vertically on the spandrel, fascia, or awning;

5. The size of the letters and the spacing shall be balanced for the tenants within the building complex providing minimum and maximum letter heights;

6. Signs throughout the building complex shall be consistent in appearance; and

7. Exposed raceways shall not be permitted. However, raceways will be permitted only when the raceway is an integral component of the graphic design of the sign.

C. Area.

1. With the exception of office buildings, the combined area for wall signs shall not exceed 20 percent of the front tenant space façade up to a maximum of 200 square feet per tenant. Office buildings containing one or more tenants are permitted unlimited wall signs, provided that the cumulative total of wall sign area does not exceed 20 percent of the building façade up to a maximum of 200 square feet per building, or as otherwise provided for corporate centers as identified in Section 17.06.255.

2. For buildings 100,000 square feet and larger directly abutting a freeway, the combined area of all wall signs for a building shall not exceed 20 percent of the building facade up to a maximum of 300 square feet per building.

3. The length of wall signs shall not exceed 70 percent of the length of the tenant space façade or building facade if a tenant occupies more than one tenant space in a building complex.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 19.86.020 OF CHAPTER 19.86 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING ORDINANCE AMENDMENTS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 19.86.020 of Chapter 19.86 of Title 19 of the Roseville Municipal Code is hereby amended to read as follows:

19.86.020 Initiation of amendment.

An amendment of this ~~chapter~~ title may be initiated in any of the following manners:

A. Upon motion of the City Council to amend the Zoning Map or text of this title.

B. Upon motion of the Planning Commission to amend the Zoning Map or text of this title.

C. Upon application by a property owner or owners of a parcel to ~~be affected by an amendment of~~ amend the Zoning Map ~~which~~ to rezone~~s~~ the parcel.~~, or amending the text of this title which applied to the parcel.~~

D. Upon recommendation by the Planning Manager to amend the Zoning Map or text of this title to clarify text, address changes mandated by state law, maintain General Plan and specific plan consistency, to address minor boundary adjustments, or for any other reason beneficial to the City.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

COUNCIL COMMUNICATION

CC #: 2941
File #: 0400-04-12-2 & 0704-01-01

Title:	Sierra Vista Specific Plan - Parcel WB-52 Park Abandonment
Contact:	Greg Bitter 916-774-5294 gbitter@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 11.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

A. Hear public testimony regarding the abandonment of the dedication of Sierra Vista Specific Plan Parcel WB-52 as a City Park; and

B. Adopt a resolution overruling any objections and ordering the dedication of Sierra Vista Specific Plan Parcel WB-52 as a City Park to be abandoned.

BACKGROUND

The proposed park to be abandoned is located on Parcel WB-52 in the northwestern portion of the Sierra Vista Specific Plan (SVSP) (see Attachment 1: Vicinity Map). The 1.5-acre parcel was dedicated to the City of Roseville as a public park as part of the adoption of the Westbrook portion of the SVSP. WB-52 was not conveyed through a grant deed to the City, but rather dedicated on a recorded map through an Irrevocable Offer of Dedication. Title remains with the current private landowner of WB-52. This means the City does not own WB-52 in fee simple. The SVSP was approved on May 20, 2010 (File #2007PL-044) and includes 2,064 acres west of Fiddyment Road and north of Baseline Road and includes approximately 105 acres of land designated for parks.

As a result of land use amendments and rezones that were approved with Westbrook Phase 2 and 3 (File #PL13-0318), Parcel WB-52 is surrounded by two High Density Residential (HDR) parcels with an Open Space parcel to the north. The City Parks, Recreation & Libraries staff evaluated Parcel WB-52 for its intended use as a City park and determined the site is challenging because of its small size and limited public access. Given the location of the park, the benefit to the overall Westbrook area would be minimal as it would primarily serve the residents of the adjacent HDR parcels. However, the HDR parcels are owned by a private developer that will be providing on-site recreational amenities including outdoor areas for residents of the multi-family project.

With the park abandonment, the City would be receiving the fair market value of Parcel WB-52, as

a park in-lieu of land fee, and these funds would go towards the improvement of other parks in the Westbrook portion of the SVSP area. The City Parks, Recreation & Libraries staff have determined that enhancing the amenities at these other nearby parks would provide a benefit to a greater number of residents within the Westbrook area than development of WB-52 as a 1.5 acre park. While this abandonment of WB-52 for use as a park does decrease the total neighborhood park acreage in the SVSP by 1.5 acres, the proposal remains consistent with the City's General Plan Policies related to Parks and Recreation. General Plan Policy PR1.4 states that: "The City will consider payment of in-lieu fees for both development and parkland as an alternative to dedication of land in order to achieve the parkland standard."

PARK ABANDONMENT

California law allows a municipality to abandon all or any portion of a park and sell the land pursuant to procedures set forth in the Municipal Park Abandonment Law of 1939, set forth in California Government Code Sections 38501-38510 (the "Municipal Park Abandonment Law"). The Municipal Park Abandonment Law provides a two-step process for a city to abandon a park and sell the park land (or in this case, abandon the Irrevocable Offer of Dedication): (1) adopt a resolution of intention to abandon a park, and (2) consider any objections and order all or any portion of a park to be abandoned.

On August 16, 2023, the City Council adopted Resolution No. 23-334 declaring the Council's intent to abandon the Irrevocable Offer of Dedication for SVSP Parcel WB-52. With this resolution, the Council made the following findings as they relate to all or any portion of the purported park: (1) the land has not been used by the public for park purposes; (2) no consideration has been paid for the land except by the City; (3) no public funds have been expended to improve the land as a park; and (4) the land was offered as an Irrevocable Offer of Dedication for park purposes by the recording of a plat map with the County Recorder. In the case of SVSP Parcel WB-52, the land was offered as an Irrevocable Offer of Dedication to the City via the final large lot subdivision map of Westbrook Phases 2 and 3 by the Westbrook developers as required by the development agreement for the Westbrook area, has not been used by the public for park purposes, no consideration was paid for the land and no public funds have been expended to improve the park. SVSP Parcel WB-52 is therefore eligible to be abandoned in accordance with the two-step process found in the Municipal Park Abandonment Law. The resolution also described the park to be abandoned and set the time, September 20, 2023 at 6:00 p.m., that the Council would take final action on the abandonment. Subsequent to adopting Resolution No. 23-334, the resolution was published in the Roseville Press Tribune on August 31st, September 7th and 14th, and posted in four locations along the boundaries of SVSP Parcel WB-52.

The purpose of this item is to allow the City Council to hear any objections to the abandonment of the park. At the conclusion of the public testimony, the Council may either terminate the abandonment proceedings or order the park to be abandoned and order the Irrevocable Offer of Dedication to be abandoned.

The abandonment of the Irrevocable Offer of Dedication for SVSP Parcel WB-52 is associated with a request by the current owner/developer of the parcel for a variety of legislative entitlements, including amending the land use and zoning designation of SVSP Parcel WB-52 from Parks/Open Space to High Density Residential. The inclusion of SVSP Parcel WB-52 will allow the owner/developer to utilize this land for the development of future multi-family developments and to provide additional on-site recreational amenities for these developments. The Planning Commission considered these legislative entitlements at their August 24, 2023 hearing and there

was no public comment provided. The Planning Commission voted unanimously to forward a recommendation of approval of all entitlements to the City Council. The Council will be considering the legislative entitlements, that include the land use change for SVSP Parcel WB-52 at their September 20, 2023 meeting. Consistent with prior Council action and the Planning Commission's recommendation on the entitlements, the attached resolution includes provisions and findings for Council to overrule any objections to the park abandonment and order that the Irrevocable Offer of Dedication for SVSP Parcel WB-52 be abandoned.

FISCAL IMPACT

The City will be receiving fair market value of the WB-52 property as a park in-lieu of land fee. Therefore, there will be no negative fiscal impact to the City's General Fund.

ENVIRONMENTAL REVIEW

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

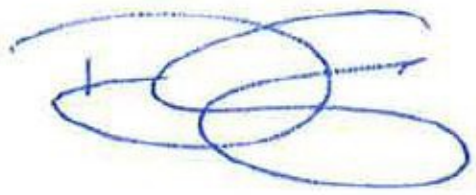
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Greg Bitter, Planning Manager

Mike Isom, Development Services Director



_____
Dominick Casey, City Manager

ATTACHMENTS:
Description

Attachment 1 Vicinity Map
Resolution 23-383

Vicinity Map

ATTACHMENT 1

7/24/2023, 2:15:29 PM

Land Use Boundary

LDR

MDR

HDR

CC

OS

PR

P/QP

Roseville Parcel

Roseville Street Label

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Nearmap, Maxar

City of Roseville - Development Services

City of Roseville | Development Services

RESOLUTION NO. 23-383

OVERRULING ANY OBJECTIONS AND ORDERING
SIERRA VISTA SPECIFIC PLAN PARCEL WB-52 TO BE ABANDONED AS A CITY PARK

WHEREAS, the land commonly referred to as Sierra Vista Specific Plan ("SVSP") Parcel WB-52 (as described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference) (hereinafter "Parcel WB-52") is currently owned by Pine Island Apartments, LLC, but had been dedicated to the City of Roseville (the "City") on the final large lot subdivision map of Westbrook Phases 2 and 3, which was recorded with the Placer County Clerk Recorder; and

WHEREAS, Parcel WB-52 was dedicated to the City as a park and was intended to be developed as a 1.5 acre neighborhood park; and

WHEREAS, after planning for this park, it was discovered that Parcel WB-52 is challenged by a lack of infrastructure, its small size, and limited public access (it is not adjacent to any public roadways). Given the location of the park, the benefit to the overall Westbrook area would be minimal, as it would primarily serve the residents of the adjacent High Density Residential parcels (where on-site recreational amenities are already planned by the developer of those sites); and

WHEREAS, with the park abandonment, the City would be receiving the fair market value of Parcel WB-52, as a park in-lieu of land fee, and these funds could go towards the improvement of other parks in the Westbrook portion of the SVSP area. The City Parks, Recreation & Libraries staff have determined that enhancing the amenities at these other nearby parks would provide a benefit to a greater number of residents within the Westbrook area than development of Parcel WB-52 as a 1.5 acre park; and

WHEREAS, on August 16, 2023, the City Council adopted Resolution No. 23-334 declaring the Council's intent to abandon Parcel WB-52 as a City park, and made the following findings as they relate to all or any portion of the purported park: (1) the land has not been used by the public for park purposes; (2) no consideration has been paid for the land except by the city; (3) no public funds have been expended to improve the land as a park; and (4) the land was dedicated for park purposes by the recording of a plat or map with the County Recorder; and

WHEREAS, the Municipal Park Abandonment Law of 1939 (California Government Code Sections 38501-38510) allows a municipality to abandon all or any portion of a park and sell the land pursuant to certain procedures; and

WHEREAS, the City does not own Parcel WB-52 in fee simple and title remains with the private landowner. The City would be abandoning its right to accept the dedication of WB-52 (for parks and recreation purposes) and title to Parcel WB-52 would remain with the private landowner, who anticipates using the site to develop affordable housing; and

WHEREAS, all written and oral objections made or filed were duly heard, evidence for and against the proposed action was received, and a full, fair and complete hearing was granted and held.

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

1. The City Council finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

2. In accordance with the provisions of Government Code §38501 et seq. regarding Municipal Park Abandonment, it is hereby ordered:

i. That any and all objections to the abandonment of Parcel WB-52 are hereby overruled; and

ii. That Parcel WB-52 in the Sierra Vista Specific Plan, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto, is hereby abandoned as a City Park.

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

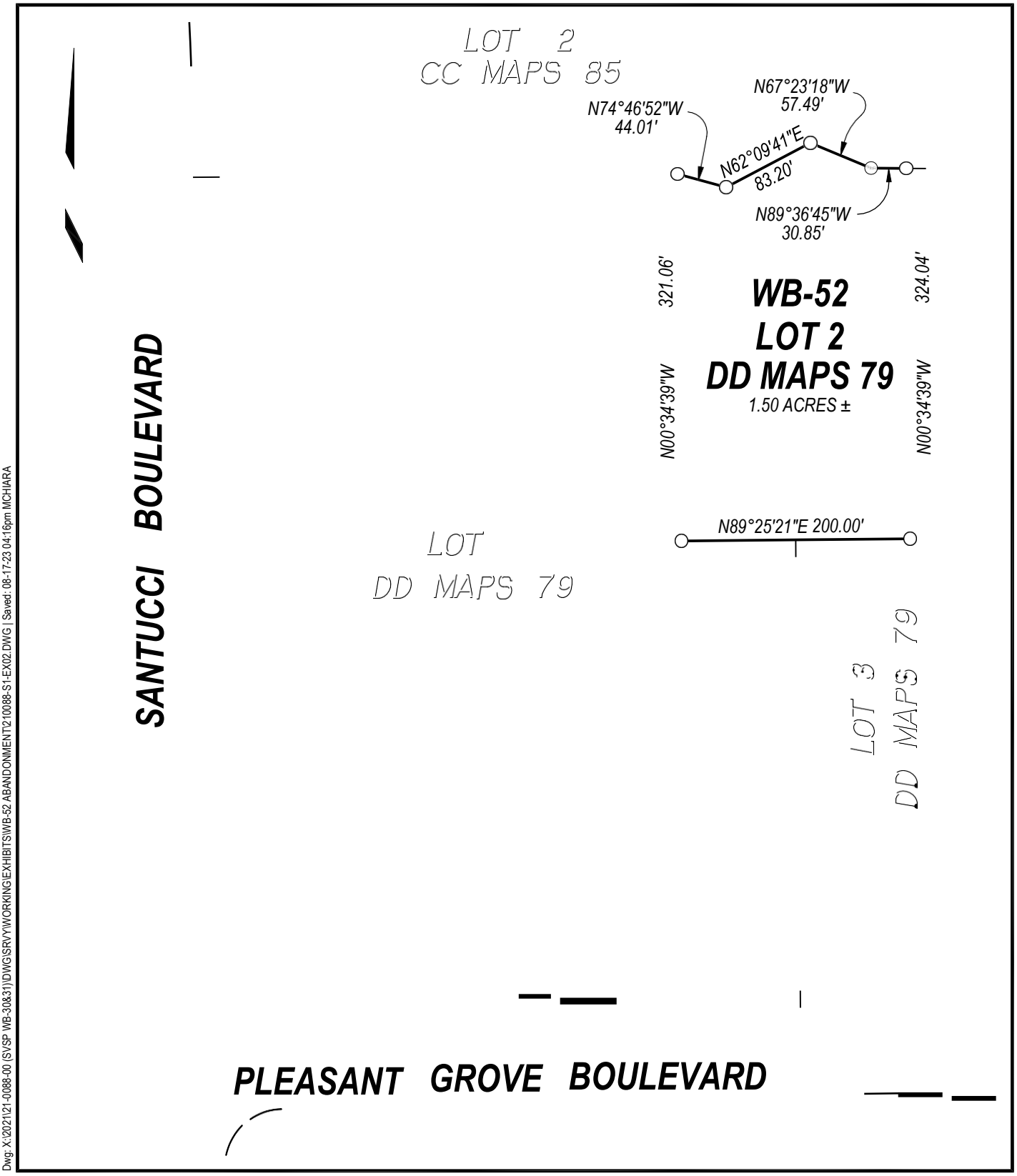
EXHIBIT “A”

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 2, as shown on that certain map, entitled ‘Final Map, Westbrook Phases 2&3, Large Lot Subdivision, Subdivision No. PL13-0318’. Filed for record December 8, 2016, in Book DD of Maps, Page 79, Placer County Records.

APN: 496-100-028-000.

EXHIBIT “B”



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phone: (916) 984-7621
web: www.mpengr.com

DRAWN:	MJC	JOB NO:	210088
CHECKED:	MJC	DATE:	JULY 2023
SCALE:	1"=120'	SHEET:	1 of 1

EXHIBIT "B"

ABANDONMENT
WESTBROOK WB-52
LOT 2 ~ DD MAPS 79

CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 2949
File #: 0400-04-18-1 & 0400-02 & 0400-04-12-2

Title:	North Industrial Planning Area (Hewlett-Packard Campus Oaks) Parcel CO-52 and Sierra Vista Specific Plan Parcels WB-30, WB-32, WB-52, and FD-34 - General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement Amendment, Master Plan Amendment and Major Project Permit Stage 1 Modification
Contact:	Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 11.4.

RECOMMENDATION TO COUNCIL

At the August 24, 2023 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

1. Consider the 5th Addendum to the Hewlett-Packard Campus Oaks Master Plan Environmental Impact Report (EIR) and the 12th Addendum to the Sierra Vista Specific Plan EIR; and
2. Adopt a resolution approving land use amendments to the General Plan; and
3. Adopt a resolution approving text and land use amendments to the Sierra Vista Specific Plan; and
4. Adopt the two (2) findings of fact and introduce for first reading an ordinance approving the Rezone of North Industrial Planning Area Parcel CO-52 and Sierra Vista Specific Plan Parcel WB-52; and
5. Adopt a resolution adopting the two (2) findings of fact and approving the Major Project Permit Stage 1 Modification for a Master Plan Amendment to the HP Campus Oaks Master Plan; and
6. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Third Amendment to the SVSP Westbrook Development Agreement (DA); and
7. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Sixth Amendment to the SVSP Westpark Federico DA; and
8. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Tenth Amendment to the Hewlett-Packard Master Plan DA.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the August 24, 2023 Planning Commission hearing.

Background/Project Location

The project site consists of five (5) vacant parcels in two areas of the City. One parcel is located at 401 Roseville Parkway, on Parcel CO-52 of the Hewlett-Packard Campus Oaks (HPCO) Master Plan area in the North Industrial Planning Area (NIPA) (see Attachment 1). Adopted in August 2015, the HPCO Master Plan redesignated 198 acres of industrial land formerly owned by Hewlett-Packard to a mix of land uses, including Low, Medium, and High Density Residential; Business Professional, Community Commercial, Tech Park/Business Professional – Light Industrial, Parks and Recreation, Open Space, and Public/Quasi-Public. The HPCO Master Plan also established development standards, design guidelines, permitted uses, and a development plan for the area, and a tentative subdivision map to create large lots based on the land use plan. Parcel CO-52 is 17.65 acres and has a zoning designation of Industrial/Business Park/Special Area (MP/SA) and a land use designation of Tech Park/Business Professional – Light Industrial (T/BP LI). The HPCO Master Plan anticipated Parcel CO-52 to be developed with an employment center with a building square footage allocation of 150,000 square feet.

The four (4) other project parcels are located in the Westbrook portion of the Sierra Vista Specific Plan (SVSP) area (see Attachment 2) and consist of Parcels WB-30 (APN 496-100-027-000), WB-32 (APN 496-100-034-000), WB-52 (APN 496-100-028-000), and FD-34 (APN 498-020-014-000). The SVSP was adopted on May 5, 2010 and includes 2,064 acres west of Fiddyment Road, north of Baseline Road. Parcels WB-30, WB-32, and FD-34 have a zoning designation of Multi-Family Housing (R3) and a land use designation of High Density Residential (HDR), and Parcel WB-52 has a zoning and land use designation of Parks and Recreation (PR). Parcel WB-52 is a 1.5-acre parcel that is owned by a private landowner but this parcel is subject to an Irrevocable Offer of Dedication (IOD) to the City via the final large lot subdivision map of Westbrook Phases 2 and 3 by the Westbrook developers, as required by the Westbrook Development Agreement. However, the City Parks, Recreation and Libraries staff evaluated Parcel WB-52 for its intended use as a City park and determined the site is challenging because of its small size and limited public access (it is surrounded by two HDR parcels with an Open Space parcel to the north). On August 16, 2023, the City Council adopted a resolution (Resolution #23-334) declaring its intention to abandon the IOD of Parcel WB-52 for parks and recreation purposes and have it remain with the private landowner. The applicant will pay in-lieu fees to the City in the amount of the fair market value of this property. The City Council will take final action on the abandonment on September 20, 2023.

Project Description

The proposed project will result in the addition of 285 market-rate HDR units in the HPCO Master Plan area and the addition of 266 affordable HDR units (10 very-low income and 256 low-income) in the SVSP area, for a total of 551 additional HDR units. This current application requests only land use changes; it does not include approval of any specific development project on the subject parcels. The increase in residential units, including affordable units, assists the City in fulfilling its share of the Regional Housing Needs Allocation (RHNA), as determined by Sacramento Area Council of Governments (SACOG) and approved by the California Department of Housing and Community Development (HCD). The August 24, 2023 Planning Commission staff report, included as Attachment 3, includes a table summarizing the density and unit changes that would occur under the proposed project, including the transferred obligation to provide affordable units. Below is a description of the proposed changes for each project parcel.

- HPCO Parcel CO-52 (17.65 acres): The project includes a General Plan Amendment to

change the land use for Parcel CO-52 from T/BP LI to HDR and a Rezone to change the zoning designation from MP/SA to R3. The proposed unit allocation for Parcel CO-52 is 285 units and the affordable obligation of 143 low-income units (50 percent of new units proposed on Parcel CO-52) will be transferred to SVSP Parcels WB-30 and WB-32. A Master Plan Amendment and Major Project Permit Stage 1 Modification is requested to amend the HPCO Master Plan text and figures consistent with the land use and zoning changes for Parcel CO-52. The changes include a reduction to the anticipated square footage of non-residential building area and an increase in the total number of HDR units for the HPCO Master Plan area. A Tenth Amendment to the Hewlett Packard Master Plan Development Agreement (DA) is requested to reflect these proposed changes.

- SVSP Parcel WB-30 (8.06 acres): This parcel is currently allocated 237 HDR units, with an affordable obligation of 68 very-low-income units and 169 low-income units under the SVSP. The applicant proposes to add 118 low-income units pursuant to State Density Bonus Law (Gov. Code, § 65915 et seq.), and to convert the allocated very-low-income units to low-income units, for a total of 355 low-income units on the parcel. The units will be age-restricted for use by senior citizens. The obligation to provide 68 very-low-income units will be transferred to Parcel FD-34. This action will require a Third Amendment to the Westbrook DA to change the mix of affordable units obligated on the site and to document the number of HDR units allocated to the parcel via density bonus. No redesignation or rezone is required for this parcel. In addition, there is a 20-foot-wide public access easement across this parcel extending from Pleasant Grove Boulevard to Parcel WB-52. Approval of an easement abandonment by the City Council would be required to allow the future development of Parcel WB-52 for private recreational facilities, rather than as a public neighborhood park (discussed below).

- SVSP Parcel WB-32 (5.11 acres): This parcel is currently allocated 128 HDR units, with an affordable obligation of 92 very-low-income units and 36 low-income units under the SVSP. The applicant proposes to add 64 low-income units pursuant to State Density Bonus Law (Gov. Code, § 65915 et seq.), and to convert the allocated very-low-income units to low-income units, for a total of 192 low-income units on this parcel. The obligation to provide 92 very-low-income units will be transferred to Parcel FD-34. These changes will be documented in the proposed Third Amendment to the Westbrook DA. No redesignation or rezone will be required for this parcel.

- SVSP Parcel WB-52 (1.5 acres): The project includes a General Plan Amendment to change the land use designation for Parcel WB-52 from PR to HDR and a Rezone to change the zoning designation from PR to R3. No housing units will be allocated to this parcel, however, the applicant intends to develop the area encompassed by Parcel WB-52 for private recreational facilities to serve current and future residents of HDR Parcels WB-30, WB-31, and W-16. In-lieu fees, in the amount of fair market value of the property, will be required for the future development of Parcel WB-31 to offset the loss of public parkland. The proposed changes will require a Specific Plan Amendment to the SVSP and will be documented in the Third Amendment to the Westbrook DA.

- SVSP Parcel FD-34 (7.04 acres): This parcel is currently allocated 172 HDR units, with an affordable obligation of 86 very-low-income units and 86 low-income units under the SVSP. The applicant proposes to add 84 very-low-income units pursuant to State Density Bonus Law (Gov. Code, § 65915 et seq.), and to convert the allocated low-income units to very-low-income units, in part by receiving the transfer of very-low-income units from Parcels WB-30 and WB-32, for a total of 256 very-low-income units on the parcel. This action will require

a Sixth Amendment to the Federico DA to document the revised affordable unit obligations and density bonus. No redesignation or rezone is required.

Summary Evaluation

General Plan Amendment, Specific Plan Amendment, and Rezone

As detailed in pages 5-8 of the attached Planning Commission staff report, the proposed land use amendment of HPCO Parcel CO-52 from T/BP LI to HDR is consistent with the goals and policies of the General Plan and with the City's adopted Guidelines for Conversion of Non-Residential Land Uses (see Attachment 1 of the Planning Commission staff report). In addition, the General Plan identifies the proposed R3 zone as an implementing zone for the HDR land use, which is intended for multiple-family dwellings at a density of at least 13 units per gross developable acre and applied to lands in close proximity to services. Parcel CO-52 is located within close proximity to the Campus Oaks Town Center, and the proposed unit allocation of 285 units results in a density of 16.1 units per gross developable acre, which is consistent with the HDR land use and is compatible with the surrounding uses. The obligation to provide 143 affordable units will be transferred to SVSP Parcels WB-30 and WB-32, which are both HDR parcels with existing affordable unit obligations. As detailed in the Project Description, affordable housing obligations will also be transferred among SVSP Parcels WB-30, WB-32, and FD-34. The transfers will result in a net increase of 266 affordable units beyond existing conditions, including 10 very-low-income and 256 low-income units. Table 5-3 of the SVSP will be amended to reflect the changes in the affordable housing obligations (see Exhibit F). The City's Housing Division reviewed the project and determined the proposed affordable unit transfers are acceptable and consistent with City policy.

As evaluated and discussed in the Planning Commission staff report and in the Combined CEQA Document (included as Exhibit A), there are no significant impacts to traffic or utilities resulting from the proposed land use amendment and rezone.

The proposed land use amendment and rezone of Parcel WB-52 from PR to HDR and R3 is consistent with the goals and policies of the General Plan and the SVSP. Consistent with General Plan Policy PR1.4, in-lieu fees will be required for the future development of Parcel WB-31 to offset the loss of public parkland, which is included in the proposed amendment to the Westbrook DA. The in-lieu fee will be provided as the fair market value of Parcel WB-52 and will be required on Parcel WB-31 only, which is a market-rate parcel, to not burden the affordable parcels WB-30 and WB-32. The funds from the in-lieu fees will go towards the improvement of other parks in the Westbrook portion of the SVSP area, providing a benefit to a greater number of residents. A Specific Plan Amendment is requested to change the text, tables, and figures of the SVSP to reflect the land use change. The SVSP change pages are included as Exhibit F.

Master Plan Amendment and Major Project Permit (MPP) Stage 1 Modification

The HPCO Master Plan is considered the approved MPP Stage 1 for the plan area. The MPP Stage 1 Modification includes amending the HPCO Master Plan text and figures consistent with the project changes. The HPCO Master Plan modifications focus on changes to figures, tables, and text related to the changes in land use and zoning for Parcel CO-52. The exhibit for the proposed HPCO Master Plan Amendment is included as Exhibit I and the redlines are included as Exhibit J. No changes to policies, standards, or guidelines in the HPCO Master Plan are proposed. The proposed changes to land use and zoning are consistent with the intent and policies of the General Plan, and with the findings required for a Rezone.

Development Agreement Amendments

Development Agreements are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The project includes a third amendment to the SVSP Westbrook DA (Exhibit K) which covers SVSP Parcels WB-30, WB-32, and WB-52; a sixth amendment to the SVSP Westpark Federico DA (Exhibit L) which covers SVSP Parcel FD-34; and a tenth amendment to the Hewlett Packard Master Plan DA (Exhibit M) which covers HPCO Parcel CO-52. Although a density bonus would not ordinarily require a DA Amendment, the project requires DA Amendments in order to document the transfer of the affordable housing obligations among the project parcels and to reflect the land use changes. In addition, the Westbrook DA will be revised to include a neighborhood park in-lieu fee for the re-designation of Parcel WB-52 from PR to HDR. The in-lieu fee will be required upon the issuance of each residential building permit within Parcel WB-31 to provide additional funding for neighborhood park improvements in the Plan Area. Lastly, the Westbrook DA will be amended to state that the City acknowledges that if the landowner undertakes the affordable projects on Parcels WB-30 and/or WB-32, the landowner intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g) of the California Revenue and Taxation Code. This same welfare exemption will be added in the Westpark Federico DA for the affordable project on Parcel FD-34. Items that are not addressed in the amendments are subject to the terms of the original DAs and prior amendments.

In summary, City staff has found the proposed DAAs to be consistent with the General Plan, SVSP, the HPCO Master Plan, and the Zoning Ordinance. The City's Housing Division reviewed the project and determined the proposed affordable unit obligations are acceptable and consistent with City policy. The DA Amendments are in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on August 24, 2023. The applicant's representative addressed the Commission, spoke in favor of the project, and requested the Commission recommend approval to the City Council. No public testimony was received at the hearing. After deliberating on the item, the Planning Commission recommended the City Council approve the General Plan Amendment, Specific Plan Amendment, Rezone, Master Plan Amendment for a MPP Stage 1 Modification, and Development Agreement Amendment with a vote of 7 aye, 0 nay, 0 absent.

Public Outreach

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website and notice of the proposed rezone and land use amendment for HPCO Parcel CO-52 and SVSP Parcel WB-52 were posted on the corresponding sites. Notices of both the Planning Commission hearing and the City Council hearing were published in the Roseville Press Tribune and on the RCONA website, and mailed to all property owners within 300 feet of the site. As of the writing of this report, staff has not received any public comments regarding the project.

FISCAL IMPACT

The project is not anticipated to result in any negative impacts to the City's General Fund. The entitlements would facilitate eventual construction of multi-family residential projects. The eventual construction of the multi-family residential projects would generate revenue to the City through the payment of development impact fees and community facilities districts for ongoing municipal services.

ENVIRONMENTAL REVIEW

Given the project is located in two different Plan areas of the City, individualized CEQA analysis is required based on site location and the previous planning conducted for that site and area. Pursuant to CEQA Guidelines Sections 15162 and 15164, the City of Roseville, acting as Lead Agency, prepared an Addendum to the Hewlett-Packard Campus Oaks Master Plan (COMP) Environmental Impact Report (EIR) (SCH #95112022, certified on June 5, 1996) for changes to Parcel CO-52; and an Addendum to the Sierra Vista Specific Plan (SVSP) EIR (SCH #2008032115, certified on May 5, 2010 inclusive of the SVSP Westbrook Specific Plan Amendment Mitigated Negative Declaration [MND] adopted in June 2012), for changes to SVSP Parcels FD-34, WB-30, WB-32, and WB-52. The addenda are included in the "Combined CEQA Document" included as Exhibit A and the corresponding attachments are included as Exhibit B, which include the air quality and greenhouse gas emissions assessment, transportation impact analysis, utility demands study, and applicable mitigation measures. To comply with CEQA's requirement to prepare a single environmental review document for "the whole of an action" (CEQA Guidelines, § 15378(a)), the City prepared a combined environmental document that treats the actions in the two separate planning areas as a single combined project in order to avoid performing piecemeal review. The CEQA document also includes a Cumulative Considerations analysis, which looks at the combined effects of the project in order to set forth the total combined level of environmental impact from the changes in the HPCO Master Plan Area and in the SVSP area. This analysis provides additional consideration of the project's combined cumulative impacts by looking at the actions together in the context of the approved full buildout of the General Plan area as contemplated in the certified 2020 General Plan EIR for the 2035 General Plan Update. The environmental review did not identify any new environmental impacts resulting from the project. As such, the Planning Commission recommends the City Council consider the addenda prior to taking action on this project.

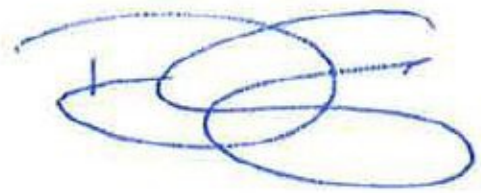
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Vicinity Map (HPCO Parcel CO-52)

Attachment 2 Vicinity Map (SVSP Parcels WB-30, WB-32, WB-52, & FD-34)

Attachment 3 August 24, 2023 Planning Commission Staff Report

Exhibit A Combined CEQA Document (5th Addendum to the Hewlett-Packard Campus Oaks Master Plan EIR and the 12th Addendum to the SVSP EIR)

Exhibit B Combined CEQA Document Attachments

Resolution 23-388

Exhibit C General Plan Amendment Exhibit (HPCO Parcel CO-52)

Exhibit D General Plan Amendment Exhibit (SVSP Parcel WB-52)

Exhibit E General Plan Land Use Map

Resolution 23-389

Exhibit F SVSP Change Pages

Ordinance 23-xxx Rezone

Exhibit G Rezone Exhibit (HPCO Parcel CO-52)

Exhibit H Rezone Exhibit (SVSP Parcel WB-52)

Exhibit I HPCO Parcel CO-52 Master Plan Amendment Exhibit

Resolution 23-390

Exhibit J HPCO Master Plan Redlines

Ordinance for Third Amendment to the Westbrook DA

Exhibit K Third Amendment to the Westbrook DA

Ordinance for Sixth Amendment to the Westpark Federico DA

Exhibit L Sixth Amendment to Westpark Federico DA

Ordinance for Tenth Amendment to the Hewlett-Packard Master Plan DA

Exhibit M Tenth Amendment to the Hewlett-Packard Master Plan DA

Vicinity Map

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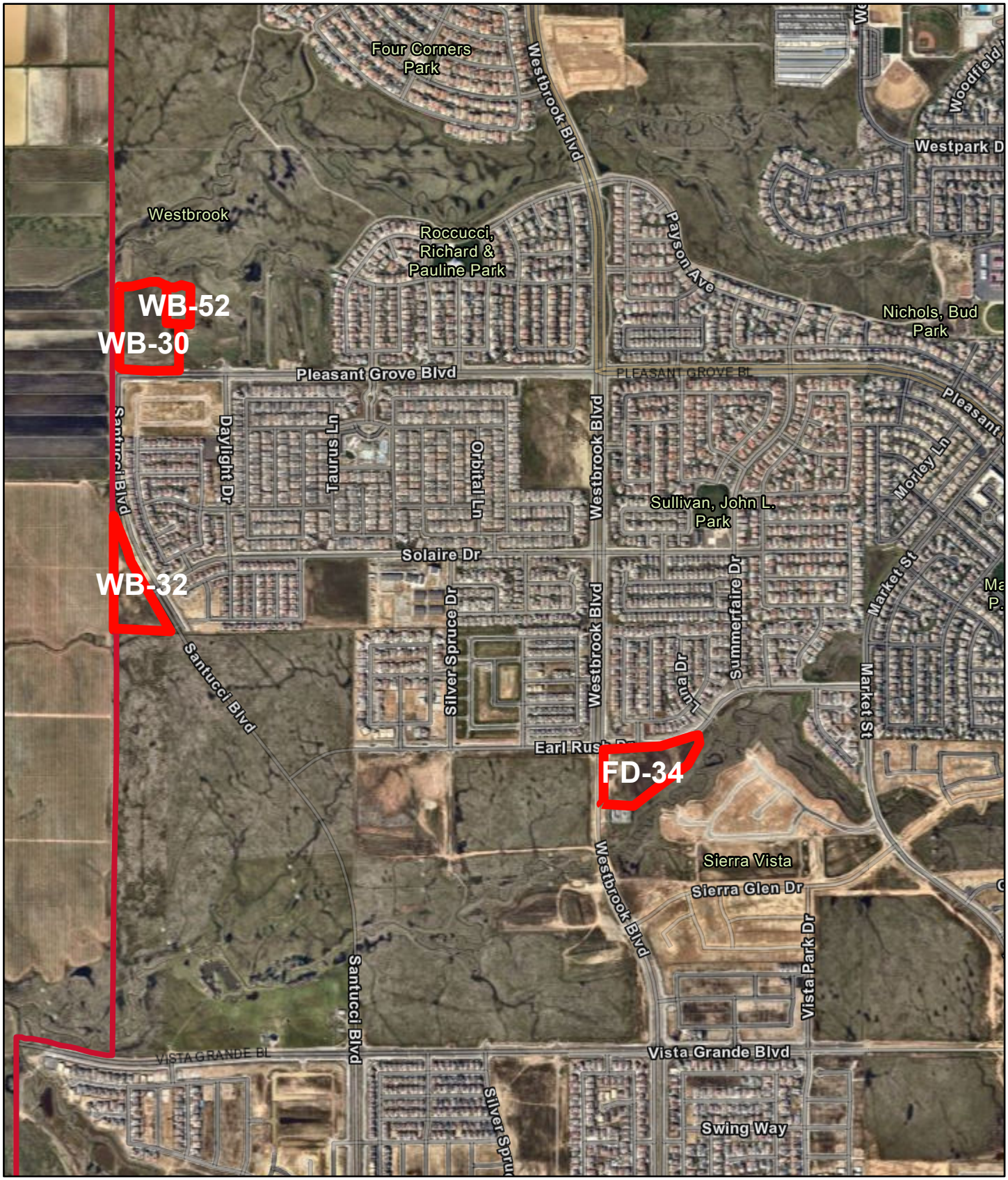
Roseville Parcel

Roseville Street Label

Esri Community Maps Contributors, City of Roseville, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Nearmap, City of Roseville, Maxar

Vicinity Map



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City Boundary

Roseville Street Label

Nearmap, City of Roseville, Esri Community Maps Contributors, City of Roseville, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Maxar

City of Roseville - Development Services
City of Roseville | Development Services

CITY OF ROSEVILLE CALIFORNIA

Planning Division Staff Report
Planning Commission Meeting ***August 24, 2023***

Prepared by: Kinarik Shallow, Associate Planner

ITEM 6.2: **General Plan Amendment, Specific Plan Amendment, Master Plan Amendment, Rezone, Development Agreement Amendment, and Major Project Permit Stage 1 Modification – 401 Roseville Parkway – NIPA PCL CO-52 & SVSP PCL WB-30, WB-32, WB-52 & FD-34 – Campus Oaks and Sierra Vista Land Use Amendments in Western Roseville – File #PL23-0064**

REQUEST

The project is a request for a General Plan Amendment (GPA), Master Plan Amendment (MPA), and Rezone for HP Campus Oaks (HPCO) Master Plan Parcel CO-52 to change the land use from Tech Park/Business Professional – Light Industrial (T/BP LI) to High Density Residential (HDR) and to change the zoning from Industrial/Business Park/Special Area (MP/SA) to Multi-Family Housing (R3) to allow the future development of 285 multi-family units. The affordable obligation of 143 low-income units (50 percent of new units proposed on Parcel CO-52) that is required by the City for the change in land use for Parcel CO-52 will be transferred from the HPCO Master Plan to Sierra Vista Specific Plan (SVSP) Parcels WB-30 and WB-32. A Major Project Permit (MPP) Stage 1 Modification is requested to change the HPCO Master Plan to reflect the proposed changes, with the accompanying HPCO Master Plan Amendment to reflect the change in land use and zoning on Parcel CO-52. A Rezone, GPA, and Specific Plan Amendment (SPA) for SVSP Parcel WB-52 is requested to change the zoning from Park and Recreation (PR) to R3 and the land use designation from PR to HDR. Density bonuses and changes to the affordable housing obligations for Parcels WB-30, WB-32, and FD-34 are also requested. The allocation of additional multi-family units is requested pursuant to the Density Bonus Law (see Gov. Code, § 65915 et seq.). Lastly, a Third Amendment to the SVSP Westbrook Development Agreement (DA), a Sixth Amendment to the SVSP Westpark Federico DA, and a Tenth Amendment to the Hewlett Packard Master Plan DA are requested to document transfers of affordable housing obligations between the subject parcels, the revised affordable unit obligations on specified parcels, and to reflect the proposed land use changes and density bonuses. The requested entitlements will result in 285 market-rate HDR units on Parcel CO-52, with the density bonuses (including the transfer of CO-52's low-income affordable unit obligation) on Parcels WB-30, WB-32, and FD-34 adding 256 HDR units affordable to low-income households and 10 HDR units affordable to very-low-income households to the City's affordable housing unit inventory.

Applicant – Greg Bardini, Morton & Pitalo, Inc.
Property Owner – Scott Canel, Pine Island Apartments, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the 5th Addendum to the Hewlett-Packard Campus Oaks Master Plan Environmental Impact Report (EIR) and the 12th Addendum to the Sierra Vista Specific Plan EIR;
2. Recommend the City Council adopt a resolution approving the General Plan Amendment;
3. Recommend the City Council adopt a resolution approving the Specific Plan Amendment for the Sierra Vista Specific Plan;
4. Recommend the City Council adopt the two (2) findings of fact and approve the Rezone;
5. Recommend the City Council adopt the two (2) findings of fact and approve the Major Project Permit Stage 1 Modification for a Master Plan Amendment to the HP Campus Oaks Master Plan;
6. Recommend the City Council adopt the five (5) findings of fact and approve the Third Amendment to the SVSP Westbrook Development Agreement (DA);

7. Recommend the City Council adopt the five (5) findings of fact and approve the Sixth Amendment to the SVSP Westpark Federico DA; and
8. Recommend the City Council adopt the five (5) findings of fact and approve the Tenth Amendment to the Hewlett Packard Master Plan DA.

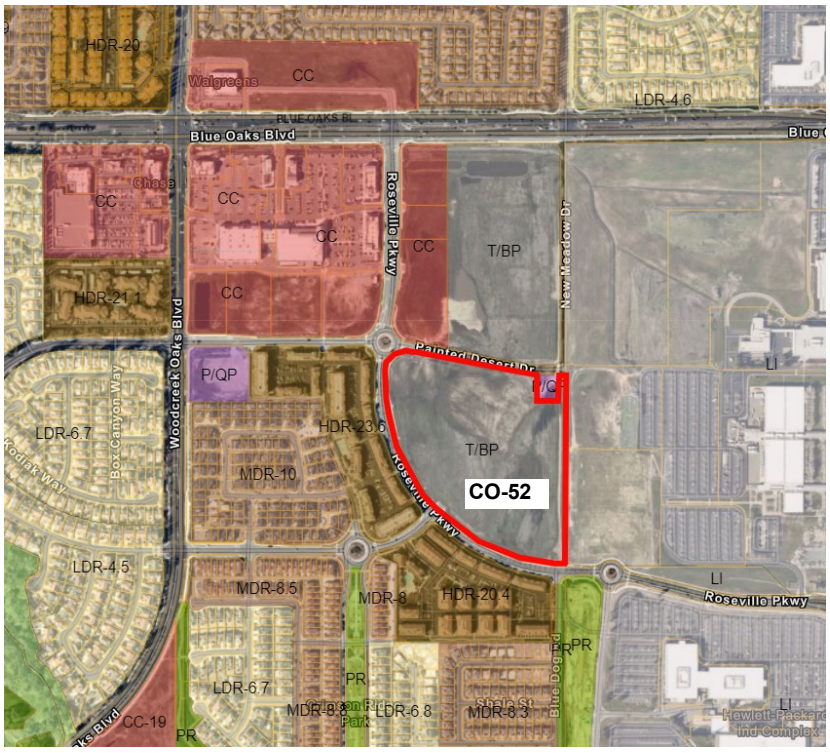
SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

The project site consists of five (5) vacant parcels in two areas of the City. One parcel is located at 401 Roseville Parkway, on Parcel CO-52 of the Hewlett Packard Campus Oaks (HPCO) Master Plan area in the North Industrial Planning Area (NIPA) (see Figure 1). Adopted in August 2015, the HPCO Master Plan redesignated 198 acres of industrial land formerly owned by Hewlett Packard to a mix of land uses, including Low, Medium, and High Density Residential; Business Professional, Community Commercial, Tech/Business Park – Light Industrial, Parks and Recreation, Open Space, and Public/Quasi-Public. The HPCO Master Plan also established development standards, design guidelines, permitted uses, and a development plan for the area, and a tentative subdivision map to create large lots based on the land use plan. Parcel CO-52 is 17.65 acres and has a zoning designation of Industrial/Business Park/Special Area (MP/SA) and a land use designation of Tech Park/Business Professional – Light Industrial (T/BP LI). The HPCO Master Plan anticipated Parcel CO-52 to be developed with an employment center with a building square footage allocation of 150,000 square feet.

Figure 1: Project Location (HPCO Parcel CO-52)



The four (4) other project parcels are located in the Westbrook portion of the Sierra Vista Specific Plan (SVSP) area (see Figure 2 below) and consist of Parcels WB-30 (APN 496-100-027-000), WB-32 (APN 496-100-034-000), WB-52 (APN 496-100-028-000), and FD-34 (APN 498-020-014-000). The SVSP was adopted on May 5, 2010 and includes 2,064 acres west of Fiddyment Road, north of Baseline Road. Parcels WB-30, WB-32, and FD-34 have a zoning designation of Multi-Family Housing (R3) and a land use designation of High Density Residential (HDR), and Parcel WB-52 has a zoning and land use designation of Parks and Recreation (PR). Parcel WB-52 is a 1.5-acre parcel that is owned by a private landowner but this parcel is subject to an Irrevocable Offer of Dedication (IOD)to the City via the final large lot subdivision map of Westbrook Phases 2 and 3 by the Westbrook developers, as required by the Westbrook Development Agreement. However, the City Parks, Recreation and Libraries staff evaluated Parcel WB-52 for its intended use as a City park and determined the site is challenging because of its small size and limited public access (it is surrounded by two HDR parcels with an Open Space parcel to the north). On August 16, 2023, the City Council adopted a resolution (Resolution #23-334) declaring its intention to abandon the IOD of Parcel WB-52 for parks and recreation purposes and have it remain with the private landowner. The applicant will pay in-lieu fees to the City in the amount of the fair market value of this property. The City Council will take final action on the abandonment on September 20, 2023.

Figure 2: Project Location (SVSP Parcels WB-30, WB-32, WB-52 & FD-34)

PROJCECT DESCRIPTION

The proposed project will result in the addition of 285 market-rate HDR units in the HPCO Master Plan area and the addition of 266 affordable HDR units (10 very-low income and 256 low-income) in the SVSP area, for a total of 551 additional HDR units. No development is being proposed with this project. The increase in residential units, including affordable units, assists the City in fulfilling its share of the Regional

Housing Needs Allocation (RHNA), as determined by Sacramento Area Council of Governments (SACOG) and approved by the California Department of Housing and Community Development (HCD). Below is a description of the proposed changes for each project parcel.

- HPCO Parcel CO-52 (17.65 acres): The project includes a General Plan Amendment to change the land use for Parcel CO-52 from T/BP LI to HDR and a Rezone to change the zoning designation from MP/SA to R3. The proposed unit allocation for Parcel CO-52 is 285 units and the affordable obligation of 143 low-income units (50 percent of new units proposed on Parcel CO-52) will be transferred to SVSP Parcels WB-30 and WB-32. A Master Plan Amendment and Major Project Permit Stage 1 Modification is requested to amend the HPCO Master Plan text and figures consistent with the land use and zoning changes for Parcel CO-52. The changes include a reduction to the anticipated square footage of non-residential building area and an increase in the total number of HDR units for the HPCO Master Plan area. A Tenth Amendment to the Hewlett Packard Master Plan Development Agreement (DA) is requested to reflect these proposed changes.

- SVSP Parcel WB-30 (8.06 acres): This parcel is currently allocated 237 HDR units, with an affordable obligation of 68 very-low-income units and 169 low-income units under the SVSP. The applicant proposes to add 118 low-income units pursuant to State Density Bonus Law (Gov. Code, § 65915 et seq.), and to convert the allocated very-low-income units to low-income units, for a total of 355 low-income units on the parcel. The units will be age-restricted for use by senior citizens. The obligation to provide 68 very-low-income units will be transferred to Parcel FD-34. This action will require a Third Amendment to the Westbrook DA to change the mix of affordable units obligated on the site and to document the number of HDR units allocated to the parcel via density bonus. No redesignation or rezone is required for this parcel. In addition, there is a 20-foot-wide public access easement across this parcel extending from Pleasant Grove Boulevard to Parcel WB-52. Approval of an easement abandonment by the City Council would be required to allow the future development of Parcel WB-52 for private recreational facilities, rather than as a public neighborhood park (discussed below).

- SVSP Parcel WB-32 (5.11 acres): This parcel is currently allocated 128 HDR units, with an affordable obligation of 92 very-low-income units and 36 low-income units under the SVSP. The applicant proposes to add 64 low-income units pursuant to State Density Bonus Law (Gov. Code, § 65915 et seq.), and to convert the allocated very-low-income units to low-income units, for a total of 192 low-income units on this parcel. The obligation to provide 92 very-low-income units will be transferred to Parcel FD-34. These changes will be documented in the proposed Third Amendment to the Westbrook DA. No redesignation or rezone will be required for this parcel.

- SVSP Parcel WB-52 (1.5 acres): The project includes a General Plan Amendment to change the land use designation for Parcel WB-52 from PR to HDR and a Rezone to change the zoning designation from PR to R3. No housing units will be allocated to this parcel, however, the applicant intends to develop the area encompassed by Parcel WB-52 for private recreational facilities to serve current and future residents of HDR Parcels WB-30, WB-31, and W-16. In-lieu fees, in the amount of fair market value of the property, will be required for the future development of Parcel WB-31 to offset the loss of public parkland. The proposed changes will require a Specific Plan Amendment to the SVSP and will be documented in the Third Amendment to the Westbrook DA.

- SVSP Parcel FD-34 (7.04 acres): This parcel is currently allocated 172 HDR units, with an affordable obligation of 86 very-low-income units and 86 low-income units under the SVSP. The applicant proposes to add 84 very-low-income units pursuant to State Density Bonus Law (Gov. Code, § 65915 et seq.), and to convert the allocated low-income units to very-low-income units, in part by receiving the transfer of very-low-income units from Parcels WB-30 and WB-32, for a

total of 256 very-low-income units on the parcel. This action will require a Sixth Amendment to the Federico DA to document the revised affordable unit obligations and density bonus. No redesignation or rezone is required.

The table below summarizes the density and unit changes that would occur under the proposed project, including the transferred obligation to provide affordable units.

Table 1: Current and Proposed Unit Allocations

Parcel	Density (units/acre)		Currently Allocated Units			Proposed Units				
	Existing	Proposed	Total	Very-Low	Low	Base Units	Density Bonus	Total	Very-Low	Low
CO-52	0	16.1	0	0	0	285	N/A	285	0	(143)*
WB-30	29.4	44.0	237	68	169	237	118	355	0	355
WB-32	25	37.6	128	92	36	128	64	192	0	192
WB-52	N/A	N/A	N/A	N/A	N/A	0	N/A	0	0	0
FD-34	24.4	36.4	172	86	86	172	84	256	256	0
UNIT TOTALS			**537**	**246**	**291**	**822**	**266**	**1,088**	**256**	**547**
NET CHANGE								**+551**	**+10**	**+256**

***The obligation to provide these Low-Income Units will be transferred from Parcel CO-52 to Parcels WB-30 and WB-32.

EVALUATION – GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND REZONE

Proposed amendments to the General Plan and a Specific Plan are analyzed for consistency with the goals and policies of the respective plans. For the proposed rezone of Parcels CO-52 and WB-52, Zoning Ordinance Section 19.86.050 specifies that recommendations for approval or denial of a rezone shall include consideration of the proposed amendment's consistency with:

1. ***The public interest, health, safety, or welfare of the City, and***

2. ***The General Plan and any applicable Specific Plan.***

The project would rezone HCPO Parcel CO-52 from Industrial/Business Park/Special Area (MP/SA) to Multi-Family Residential (R3) and amend the land use designation from Tech/Business Park – Light Industrial (T/BP LI) to High Density Residential (HDR) (see Exhibits C and D). The General Plan provides a list of compatible "Implementing Zones" for each land use designation (General Plan Table II-10), which establishes what zoning designations are considered compatible with the applicable General Plan land use designation. The proposed R3 zone is listed as an implementing zone for the HDR land use. According to the General Plan, the HDR land use designation applies to land characterized by multiple-family dwellings at a density of at least 13 units per gross developable acre and should be applied to lands in close proximity to services. Parcel CO-52 is 17.65 acres, and the project proposes a unit allocation of 285 units, which results in a density of 16.1 units per acre consistent with the HDR land use. In addition, the parcel is in close proximity to services, including the Campus Oaks Town Center to the northwest, which includes a variety of retail, restaurants, and commercial uses.

Table II-9 of the General Plan contains a table addressing the compatibility of adjacent land uses. The proposed HDR land use is considered compatible with the adjacent T/BP LI parcel to the north and with the HDR parcels to the south and west, and conditionally compatible with the Community Commercial

(CC) parcel to the north. A 0.3-acre well site is located at the northeast corner of the site and is designated as Public/Quasi-Public, which is considered conditionally compatible.

In 2004, in response to increased requests to convert commercial and industrial properties to residential uses, the City Council adopted guidelines for the conversion of non-residential land uses. A copy of the guidelines is provided as Attachment 1. As stated in the guidelines, the purpose is to make clear the City's expectations related to the loss of job-generating land uses. The overarching goal to be applied to land use changes outside of the Infill portion of the City is to maintain the City's fiscal balance and prevent the loss of jobs and existing job centers while maintaining a balanced community. The guidelines include evaluating fiscal impacts, noise, park dedication, public services, affordable housing, schools, utilities, and traffic when contemplating residential land use allocations. The guidelines were used in staff's evaluation of the proposed land use amendment to HPCO Parcel CO-52, given that it will be converting a non-residential land use (e.g., Tech Park/Business Professional – Light Industrial) to a residential land use (e.g., High Density Residential) with a unit allocation of 285 units. The guidelines are listed below.

1. A region-wide employment and land inventory study shall be required of each project that is equal to or greater than 50 acres.

2. Land use changes will not have a negative fiscal impact to the City. Each project shall be modeled individually for citywide impacts utilizing the City's fiscal model.

3. Projects that are 50 acres or greater in size shall maintain employment options and a favorable jobs housing balance.

4. New housing development shall meet the City's 10% goal consistent with the Housing Element (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income).

5. Projects shall provide a specific public benefit that may be in the form of a community benefit fee.

6. Increases in general fund service demands shall be mitigated by establishment of or annexation into a Community Facilities Mello Roos Assessment District to offset the costs of the project. The assessment may be utilized to offset the cost of the following: public safety; parks and open space maintenance; storm water management; and other costs identified by the City.

7. Parks obligation to include payment of citywide and neighborhood park fees. Active park needs shall be provided by the project. An in-lieu parkland dedication fee may be negotiated in lieu of land based on the project. For each acre of parkland dedication mitigated by an in-lieu fee a corresponding in-lieu fee shall be paid for park improvements. The in-lieu fees shall provide improvements of local benefit.

8. Place emphasis on the dedication of parklands within specific plan areas rather than acceptance of an in-lieu fee for land dedication.

9. Utilities (e.g. water, sewer, electric) shall not be impacted as to conveyance or capacity.

10. School impacts shall be mitigated through new impact agreements executed with the school districts to ensure that the projects student generation is accommodated.

11. Residential units not utilized within a specific plan area shall be reallocated within that plan area and school district. Otherwise, requests for units shall be considered as additive to the City's existing unit allocation.

12. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed-use projects.

Parcel CO-52 is under 50 acres, therefore guidelines #1 and #3 listed above are not applicable to the evaluation of the project. The City's building permit process includes the assessment of all applicable and appropriate fees, which will ensure the project conforms to the guidelines addressing impact fees.

Traffic: As part of the environmental review of the project, a traffic study was prepared by Fehr & Peers to analyze the potential traffic impacts from the proposed changes, including the changes proposed in the SVSP area. The environmental document is included as Exhibit A and the traffic study is included as Attachment B of Exhibit B. Consistent with General Plan policies, the traffic study included an estimated trip generation, analysis of Vehicle Miles Traveled (VMT), and impacts on Level of Service (LOS). Each item is discussed below. Within the City's travel demand model, the amendments to Parcel CO-52 would replace 150,000 square feet of high-tech industrial space with 285 multi-family dwelling units and would result in a net increase of 266 HDR units within the SVSP.

- Trip Generation: The proposed project would result in a net increase of 278 daily trips generated by Parcel CO-52 and a net increase of 593 daily trips in the SVSP. Overall, a net increase of 871 daily trips is expected. The corresponding increase during the a.m. peak hour is 30 trips and the corresponding increase during the p.m. peak hour is 16 trips. However, the reduction in VMT, discussed below, offsets the increase in daily trips. The City's Engineering Division reviewed the traffic study and determined there is sufficient capacity to accommodate the trips generated by the project.

- Vehicle Miles Traveled (VMT): VMT is a measurement of travel demand, representing the number of miles traveled by vehicles in some amount of time (e.g., VMT per day or annual VMT). Consistent with state law, the General Plan has adopted VMT standards and requires land use amendments to be evaluated for consistency with these standards. Per the traffic study findings, converting a tech/business park use to multi-family residential results in a decrease in VMT. Overall, the proposed amendments would result in a net combined decrease of 2,376 VMT in the Campus Oaks and SVSP areas. Although there is an overall increase in trip generation, the net decrease in VMT is largely due to the proposed age-restricted uses on Parcel WB-30, which have a lower average trip rate and trip length compared to a typical multi-family use. Thus, VMT impacts associated with the project would have a less than significant impact.

- Level of Service (LOS): The Circulation Element of the General Plan establishes a policy requiring LOS "C" or better as an acceptable operating condition at all signalized intersections during a.m. and p.m. peak hours. Parcels WB-30 and WB-32 are situated less than one mile to the west of the signalized Pleasant Grove Boulevard/Westbrook Boulevard intersection, which operates near the cusp of LOS C/D under cumulative p.m. peak-hour conditions. The traffic study evaluated whether the proposed project would cause this intersection to worsen from LOS C to D. The results concluded that the intersection would continue to operate at a cumulative LOS C during the p.m. peak hour with the proposed project changes, consistent with General Plan policy.

Utilities: As part of the environmental review of the project, a technical memo was prepared by Morton & Pitalo (see Attachment C of Exhibit B – Combined CEQA Document Attachments) that evaluated the water, sewer, and electric demands based on the proposed land use change for Parcel CO-52. The memo concluded the change in land use from T/BP LI to HDR would result in an additional water demand of 5.1 acre-feet per year (AFY), an increase in sewer demand by 0.139 million gallons per day (mgd) during peak weather flow, and a decrease in electric demand by 0.39 megawatts (MW). The increases in water and sewer demand would not result in a significant impact to the City's water supply and sewer facilities.

Public Benefit and Affordable Housing: The increase in residential units would contribute additional funding for public services through the Public Services Community Facilities District (CFD), and additional funding for fire and police services through the Municipal Services CFD. In addition, the proposed 285-unit allocation for Parcel CO-52 is subject to an affordable obligation of 143 low-income units (50 percent of new units proposed) which increases the City's affordable housing supply. This affordable unit obligation will be transferred from the HPCO Master Plan to SVSP Parcels WB-30 and WB-32. Parcels WB-30 and WB-32 are both HDR parcels with existing affordable unit obligations. The City's Housing Division reviewed the project and determined the proposed affordable unit transfers are acceptable and consistent with City policy.

Based on the evaluation above, staff finds the project is consistent with the Non-Residential Conversion Guidelines and is also consistent with the goals and polices of the General Plan.

SVSP Parcels WB-30, WB-32, and FD-34

As detailed in the Project Description, affordable housing obligations will also be transferred among SVSP Parcels WB-30, WB-32, and FD-34. The transfers will result in an additional 266 affordable units, with 10 very-low-income units and 256 low-income units. Table 5-3 of the SVSP will be amended to reflect the changes in the affordable housing obligations (see Exhibit G). The City's Housing Division reviewed the project and determined the proposed affordable unit transfers are acceptable and consistent with City policy.

SVSP Parcel WB-52

Parcel WB-52 is a 1.5-acre parcel that is designated as a City park in the SVSP and has a land use and zoning designation of Parks and Recreation (PR). As mentioned in the Background section of this report, the City Council adopted a resolution declaring its intention to abandon the dedication of the park parcel. A General Plan Amendment and Rezone are requested to change the land use designation from PR to HDR and the zoning designation from PR to R3 (see Exhibits E and F). No housing units will be allocated to this parcel because the applicant intends to develop the area encompassed by Parcel WB-52 for private recreational facilities to serve current and future residents of HDR Parcels WB-30, WB-31, and W-16. Consistent with General Plan Policy PR1.4, in-lieu fees will be required for the future development of Parcel WB-31 to offset the loss of public parkland, which will be included in the proposed amendment to the Westbrook DA. The in-lieu fee will be provided as the fair market value of Parcel WB-52 and will be required on Parcel WB-31 only, which is a market-rate parcel, to not burden the affordable parcels WB-30 and WB-32. The funds from the in-lieu fees will go towards the improvement of other parks in the Westbrook portion of the SVSP area, providing a benefit to a greater number of residents. A Specific Plan Amendment is requested to change the text, tables, and figures of the SVSP to reflect the land use change. The SVSP redlines are included as Exhibit G.

EVALUATION – MASTER PLAN AMENDMENT AND MAJOR PROJECT PERMIT STAGE 1 MODIFICATION

The HPCO Master Plan is considered the approved Major Project Permit (MPP) Stage 1 for the plan area. While Section 19.82.040 of the City of Roseville Zoning Ordinance describes the procedures for amendments to a Major Project Permit, Section 6.3.3 of the HPCO Master Plan requires City Council approval of major modifications to the Master Plan. Therefore, the Planning Commission will be making a recommendation and the City Council will be acting on the MPP Stage 1 entitlement. The findings for a Major Project Permit Stage 1 are as follows:

1. ***The Preliminary Development Plan is consistent with the General Plan, applicable Specific Plan, and adopted City design guidelines; and***

2. ***The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.***

The Major Project Permit 1 Modification includes amending the HPCO Master Plan text and figures consistent with the project changes. The HPCO Master Plan modifications focus on changes to figures, tables, and text related to the changes in land use and zoning for Parcel CO-52. The exhibit for the proposed HPCO Master Plan Amendment is included as Exhibit H and the redlines are included as Exhibit I. No changes to policies, standards, or guidelines in the HPCO Master Plan are proposed. As discussed in the evaluations of the General Plan Amendment and Rezone, the proposed changes to land use and zoning are consistent with the intent and policies of the General Plan, and with the findings required for a Rezone.

EVALUATION – DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

1. ***Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the West Roseville Specific Plan;***

2. ***Consistency with the provisions of the City of Roseville Zoning Ordinance;***

3. ***Conformity with the public health, safety and general welfare;***

4. ***The effect on the orderly development of the property or the preservation of property values; and***

5. ***Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

Development Agreements (DAs) are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The project includes a third amendment to the SVSP Westbrook DA (Exhibits J and K), a sixth amendment to the SVSP Westpark Federico DA (Exhibits L and M), and a tenth amendment to the Hewlett Packard Master Plan DA (Exhibits N and O). Although a density bonus would not ordinarily require a DA Amendment, the project requires DA Amendments in order to document the transfer of the affordable housing obligations among the project parcels and to reflect the land use changes. Each DA Amendment is listed and discussed below. Items that are not addressed in the amendments are subject to the terms of the original DAs and prior amendments.

Third Amendment to the Westbrook DA: The Westbrook DA covers SVSP Parcels WB-30, WB-32, and WB-52. The DA will be amended to reflect the changes in land use for Parcel WB-52 from PR to HDR, revise the affordable housing obligations, and reflect the density bonuses for Parcels WB-30 and WB-32. In addition, the DA will be revised to include a neighborhood park in-lieu fee for the re-designation of Parcel WB-52 from PR to HDR. The in-lieu fee will be required upon the issuance of each residential building permit within Parcel WB-31 to provide additional funding for neighborhood park improvements in the Plan Area. Lastly, the DA will be amended to state that the City acknowledges that if the landowner undertakes the affordable projects on Parcels WB-30 and/or WB-32, the landowner intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g) of the California Revenue and Taxation Code.

Sixth Amendment to the Westpark Federico DA: The Westpark Federico DA covers SVSP Parcel FD-34. The DA will be amended to reflect the density bonus and revised affordable housing obligation for Parcel FD-34. Similar to the amendment to the Westbrook DA, the DA will be amended to state that the City acknowledges that if the landowner undertakes the affordable project on Parcel FD-34, the landowner intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g) of the California Revenue and Taxation Code.

Tenth Amendment to the Hewlett Packard (HP) Master Plan DA: The HP Master Plan DA covers HPCO Parcel CO-52. The DA will be amended to reflect the proposed land use changes and unit allocations for Parcel CO-52 and to update the intensity thresholds for water, sewer, electric, and traffic demands.

In summary, City staff has found the proposed DAAs to be consistent with the General Plan, SVSP, the HPCO Master Plan, and the Zoning Ordinance. The City's Housing Division reviewed the project and determined the proposed affordable unit obligations are acceptable and consistent with City policy. The DA Amendments are in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DA Amendments are consistent with items 1-5 above.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website. A notice of the public hearing was published in the Roseville Press Tribune on August 10, 2023 and a notice of the hearing was also distributed to all property owners within 300 feet of the site and posted on the RCONA website. No comments have been received as of publication of the staff report.

ENVIRONMENTAL DETERMINATION

Given the project is located in two different Plan areas of the City, individualized CEQA analysis is required based on site location and the previous planning conducted for that site and area. Pursuant to CEQA Guidelines Sections 15162 and 15164, the City of Roseville, acting as Lead Agency, prepared an Addendum to the Hewlett Packard Campus Oaks Master Plan (COMP) Environmental Impact Report (EIR) (SCH #95112022, certified on June 5, 1996) for changes to Parcel CO-52; and an Addendum to the Sierra Vista Specific Plan (SVSP) EIR (SCH #2008032115, certified on May 5, 2010 inclusive of the SVSP Westbrook Specific Plan Amendment Mitigated Negative Declaration [MND] adopted in June 2012), for changes to SVSP Parcels FD-34, WB-30, WB-32, and WB-52. The addenda are included in the "Combined CEQA Document" included as Exhibit A and the corresponding attachments are included as Exhibit B, which include the air quality and greenhouse gas emissions assessment, transportation impact analysis, utility demands study, and applicable mitigation measures. To comply with CEQA's requirement to prepare a single environmental review document for "the whole of an action" (CEQA Guidelines, § 15378(a)), the City prepared a combined environmental document that treats the actions in the two separate planning areas as a single combined project in order to avoid performing piecemeal review. The CEQA document also includes a Cumulative Considerations analysis, which looks at the combined effects of the project in order to set forth the total combined level of environmental impact from the changes in the HPCO Master Plan Area and in the SVSP area. This analysis provides additional consideration of the project's combined cumulative impacts by looking at the actions together in the context of the approved full buildout of the General Plan area as contemplated in the certified 2020 General Plan EIR for the 2035 General Plan Update. The environmental review did not identify any new environmental impacts resulting from the project. As such, staff recommends the Planning Commission consider the addenda prior to taking action on this project.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the **5th Addendum to the Hewlett-Packard Campus Oaks Master Plan Environmental Impact Report (EIR) and the 12th Addendum to the Sierra Vista Specific Plan EIR**;
2. Recommend the City Council adopt a resolution approving the **GENERAL PLAN AMENDMENT – 401 ROSEVILLE PARKWAY – NIPA PCL CO-52 & SVSP PCL WB-30, WB-32, WB-52 & FD-34 – CAMPUS OAKS AND SIERRA VISTA AMENDMENTS – FILE #PL23-0064**;
3. Recommend the City Council adopt a resolution approving the **SPECIFIC PLAN AMENDMENT – 401 ROSEVILLE PARKWAY – NIPA PCL CO-52 & SVSP PCL WB-30, WB-32, WB-52 & FD-34 – CAMPUS OAKS AND SIERRA VISTA AMENDMENTS – FILE #PL23-0064**;
4. Recommend the City Council adopt the two (2) findings of fact and approve the **REZONE** – **401 ROSEVILLE PARKWAY – NIPA PCL CO-52 & SVSP PCL WB-30, WB-32, WB-52 & FD-34 – CAMPUS OAKS AND SIERRA VISTA AMENDMENTS – FILE #PL23-0064**;
5. Recommend the City Council adopt the two (2) findings of fact and approve the **MASTER PLAN AMENDMENT / MAJOR PROJECT PERMIT STAGE 1 MODIFICATION DEVELOPMENT AGREEMENT** – **401 ROSEVILLE PARKWAY – NIPA PCL CO-52 & SVSP PCL WB-30, WB-32, WB-52 & FD-34 – CAMPUS OAKS AND SIERRA VISTA AMENDMENTS – FILE #PL23-0064**; and
6. Recommend the City Council adopt the five (5) findings of fact and approve the **THIRD AMENDMENT TO THE SVSP WESTBROOK DEVELOPMENT AGREEMENT** – **401 ROSEVILLE PARKWAY – NIPA PCL CO-52 & SVSP PCL WB-30, WB-32, WB-52 & FD-34 – CAMPUS OAKS AND SIERRA VISTA AMENDMENTS – FILE #PL23-0064**;
7. Recommend the City Council adopt the five (5) findings of fact and approve the **SIXTH AMENDMENT TO THE SVSP FEDERICO DEVELOPMENT AGREEMENT** – **401 ROSEVILLE PARKWAY – NIPA PCL CO-52 & SVSP PCL WB-30, WB-32, WB-52 & FD-34 – CAMPUS OAKS AND SIERRA VISTA AMENDMENTS – FILE #PL23-0064**; and
8. Recommend the City Council adopt the five (5) findings of fact and approve the **TENTH AMENDMENT TO THE HEWLETT PACKARD MASTER PLAN DEVELOPMENT AGREEMENT** – **401 ROSEVILLE PARKWAY – NIPA PCL CO-52 & SVSP PCL WB-30, WB-32, WB-52 & FD-34 – CAMPUS OAKS AND SIERRA VISTA AMENDMENTS – FILE #PL23-0064**.

ATTACHMENTS

1. Guidelines for Conversion of Non-Residential Land Uses

EXHIBITS

A. Combined CEQA Document (5th Addendum to the Hewlett-Packard Campus Oaks Master Plan EIR and the 12th Addendum to the SVSP EIR)
B. Combined CEQA Document Attachments
C. HPCO Parcel CO-52 GPA Exhibit
D. HPCO Parcel CO-52 Rezone Exhibit
E. SVSP Parcel WB-52 GPA Exhibit
F. SVSP Parcel WB-52 Rezone Exhibit
G. SVSP Change Pages
H. HPCO Parcel CO-52 Master Plan Amendment Exhibit
I. HPCO Master Plan Redlines
J. Third Amendment to the Westbrook DA – redlines
K. Third Amendment to the Westbrook DA – clean

L. Sixth Amendment to the Westpark Federico DA – redlines
M. Sixth Amendment to the Westpark Federico DA – clean
N. Tenth Amendment to the Hewlett Packard Master Plan DA – redlines
O. Tenth Amendment to the Hewlett Packard Master Plan DA – clean

Note to Applicant and/or Developer: Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

Note: Exhibits A-I, K, M, and O are not included as part of CC Attachment 3 (Planning Commission Staff Report) because they are already included as exhibits to the City Council Communication.

PLANNING DEPARTMENT

311 Vernon Street, Roseville, CA 95678 (916) 774-5276

Guidelines for Conversion of Non-Residential Land Uses

August 4, 2004

Intent:

In response to pressures to convert portions of the City's non-residential land use inventory the City has developed the following guidelines for the consideration of land use changes. The intent of the guidelines is to articulate the City's expectations relating to land use change proposals. These guidelines are to be applied as performance measures in the preparation and review of any such proposals. The guidelines are not intended to be inclusive of all City development requirements, but rather supplement those requirements by identifying or emphasizing concepts particularly important or unique to potential land use changes. It is expected that the City's emphasis on certain concepts or requirements will change overtime. Therefore, the guidelines are to be a fluid document to be revisited every two years and updated to reflect the City's present need.

In consideration of the unique attributes and constraints of various areas of the City, the guidelines have been divided in two areas those guidelines that are applicable to the infill area and those that are applicable to the balance of the City. A map depicting these areas is attached.

Infill

The overarching goal to be applied to land use changes within the infill portion of the City is to encourage and emphasize reinvestment and revitalization without creating undue burdens and barriers to development while preserving neighborhood compatibility.

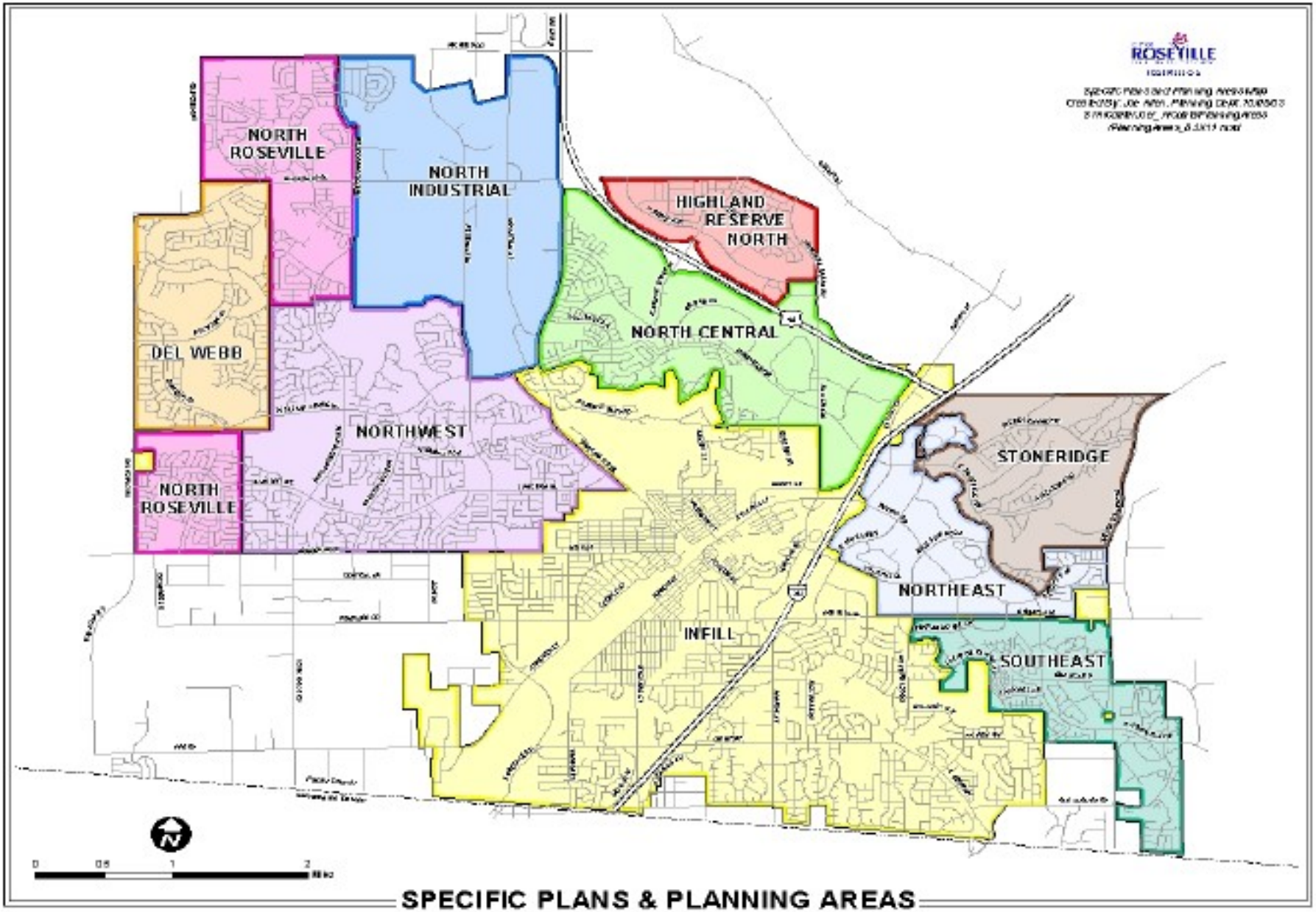
1. Infill properties are identified as those properties located within the City's infill planning area as designated on the City's Zoning Map.
2. Parks obligation to include payment of citywide and neighborhood park fees. Neighborhood Park fees are to be applied to infill neighborhood park improvements as identified on an infill park CIP projects list. Where the Parks Department demonstrates a park need a Parkland dedication or in-lieu park fee for land dedication may be negotiated and evaluated on a project by project basis, based on the nature of the project and the benefit to the City.
3. Encourage the use of private passive open space in-lieu of land dedication for infill projects.
4. Off site utilities (e.g. water, sewer, electric) that serve more than the specific project are not the sole responsibility of the project. Over-sizing of improvements or upgrading to City standards may be available for City reimbursement. The City may develop a CIP for off site improvements for which a project may pay an impact fee in lieu of constructing the improvement. Each project shall be reviewed on a case-by-case basis and shall be conditioned accordingly.
5. School impacts shall be mitigated through new impact agreements executed to reflect the payment of the City's existing infill school impact fees.
6. New housing development shall meet the City's 10% goal (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income) except redevelopment areas shall provide 15%. (Of those 40% affordable to very low income and the balance affordable to low/middle income).
7. A land use change on the Placer County Fair Grounds shall require a master plan.

8. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed-use projects.

Balance of the City

The overarching goal to be applied to land use changes for the balance of the City is to maintain the City's fiscal balance and prevent the loss of jobs and existing job centers while maintaining a balanced community.

1. Balance of the City includes properties within all specific plans and the North Industrial Plan area.
2. A region wide employment and land inventory study shall be required of each project that is equal to or greater than 50 acres.
3. Land use changes will not have a negative fiscal impact to the City. Each project shall be modeled individually for citywide impacts utilizing the City's fiscal model.
4. Projects that are 50 acres or greater in size shall maintain employment options and a favorable jobs housing balance.
5. New housing development shall meet the City's 10% goal consistent with the Housing Element (4% affordable to very low, 4% affordable to low, and 2% affordable to middle income).
6. Projects shall provide a specific public benefit that may be in the form of a community benefit fee.
7. Increases in general fund service demands shall be mitigated by establishment of or annexation into a Community Facilities Mello Roos Assessment District to offset the costs of the project. The assessment may be utilized to offset the cost of the following: public safety; parks and open space maintenance; storm water management; and other costs identified by the City.
8. Parks obligation to include payment of citywide and neighborhood park fees. Active park needs shall be provided by the project. An in-lieu parkland dedication fee may be negotiated in lieu of land based on the project. For each acre of parkland dedication mitigated by an in-lieu fee a corresponding in-lieu fee shall be paid for park improvements. The in-lieu fees shall provide improvements of local benefit.
9. Place emphasis on the dedication of parklands within specific plan areas rather than acceptance of and in-lieu fee for land dedication.
10. Utilities (e.g. water, sewer, electric) shall not be impacted as to conveyance or capacity.
11. School impacts shall be mitigated through new impact agreements executed with the school districts to ensure that the projects student generation is accommodated.
12. Residential units not utilized within a specific plan area shall be reallocated within that plan area and school district. Otherwise, requests for units shall be considered as additive to the City's existing unit allocation.
13. Encourage higher density residential mixed-use projects with consideration to the relaxing of any one guideline or multiple guidelines to promote and provide incentives for innovative higher density residential mixed-use projects.



SPECIFIC PLANS & PLANNING AREAS

THIRD AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN (Parcels WB-30, WB-32, and WB-52)

This Third Amendment of Development Agreement is entered into this _____ day of _____, 2023, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and PINE ISLAND APARTMENTS, LLC, an Indiana limited liability company ("Pine Island" or "Landowner"), as successor in interest to WESTPARK S.V. 400, LLC, a California limited liability company ("Westpark"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Westpark and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on June 20, 2012, and recorded on July 25, 2012, in the Official Records of Placer County as Document No. 2012-0066790-00. City and Westpark entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" to the Development Agreement (the "Property"), and attached thereto.

B. On May 4, 2016, City approved the First Amendment to the Development Agreement (the "First Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the First Amendment, which was recorded on May 11, 2016, as Document No. 2016-0035988-00, in the Official Records of Placer County.

C. Westpark assigned its interest for a portion of the Property to Pine Island pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of November 10, 2021, and recorded November 10, 2021, as Document No. 2021-0139629-00, in the Official Records of Placer County.

D. On February 2, 2022, City approved the Second Amendment to the Development Agreement (the "Second Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the

Second Amendment, which was recorded on March 10, 2022, as Document No. 2022-0021197-00, in the Official Records of Placer County.

E. This Third Amendment to the Development Agreement (the "Third Amendment") affects a certain portion of the Property commonly known as SVSP Parcels WB-30, WB-32 and WB-52 (the "Third Amendment Property"), as described in Exhibit "A" and as shown in Exhibit "B" attached to this Third Amendment. This Third Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

F. Concurrent with its consideration of this Third Amendment, City is processing (1) a General Plan Amendment (Reso. No. 23-____), Specific Plan Amendment (Reso. No. 23-____), and a Rezone (Ordinance No. _____) to re-designate and rezone Parcel WB-52 from Park to High Density Residential land use, (2) a fifty percent (50%) density bonus to allow development of an increase in High Density Residential units from the allocated 237 units assigned to Parcel WB-30 to a total of 355 units on Parcel WB-30, with a concurrent increase in the affordable housing obligation on Parcel WB-30 from 237 units affordable to low and very-low income households to 355 units affordable to low income households, and (3) a fifty percent (50%) density bonus to allow development of an increase in High Density Residential units from the allocated 128 units assigned to Parcel WB-32 to a total of 192 units on Parcel WB-32, with a concurrent increase in the affordable housing obligation on Parcel WB-32 from 128 units affordable to low and very-low income households to 192 units affordable to low income households. City and Landowner enter into this Third Amendment in order to provide consistency with and to vest these land use approvals.

G. The Third Amendment is authorized by Section 1.4 of the Development Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.2. The summary table of Section 2.2 of the Development Agreement ("Vested Entitlements") is revised as follows:

"Low Density Residential	505 units on 93.8 Net Acres;
Low Density Residential/Age Restricted	493 units on 94.3 Net Acres;
Medium Density Residential	466 units on 67.3 Net Acres;

High Density Residential	658* units on 25.8~~24.3~~ Gross Acres;
Community Commercial	14.5 Gross Acres;
Community Commercial/Commercial Mixed Use	0 Gross Acres;
Park	13.2~~4.7~~ Gross Acres;
Open Space	36.6 Gross Acres;
Schools	10.0 Gross Acres;
Water Treatment/Well Site	0.3 Gross Acres;
Lift Station	0.8 Gross Acres;
Right of Way /Landscape Corridors	45.3 Gross Acres.~~"~~

*Parcel WB-30 includes 237 allocated HDR units, plus a density bonus of 118 HDR units, and Parcel WB-32 includes 128 allocated HDR units, plus a density bonus of 64 HDR units."

b. REVISED SECTION 2.6.2. Section 2.6.2 of the Development Agreement is revised in its entirety to read as follows:

"2.6.2. Multi Family Affordable Rental Units. Landowner agrees that five hundred and forty-seven (547) affordable rental units for low income households ~~three hundred and sixty-five (365) affordable rental units, including one hundred and sixty-two (162) affordable rental units transferred from Parcel W-16 in the West Roseville Specific Plan, and forty-one (41) middle income purchase transferred from Parcels WB-20 and WB-21,~~ will be reserved within the Property, ~~consisting of one hundred and four (104) units for rental to very low income households and two hundred and sixty-one (261) units for rental to low income households,~~ as follows:

Parcel	Total Units in Parcel incl. density bonus	Low Income Rental Units	Very Low Income Units
WB-30	355~~237~~	355~~169~~	0~~68~~
WB-32	192~~128~~	192	~~36~~0
TOTAL	547~~365~~	547~~261~~	0~~104~~

c. NEW SECTION 2.6.2.5. Section 2.6.2.5 is added to the Development Agreement to read as follows:

"2.6.2.5 Welfare Exemption. City acknowledges that if Landowner undertakes the affordable projects on Parcels WB-30 and/or WB-32, Landowner intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g), of the California Revenue and Taxation Code (the "Welfare Exemption"). Nothing in this Agreement shall prohibit Landowner from obtaining such Welfare Exemption, and

the City agrees to provide all reasonable support and cooperation to Landowner in securing the Welfare Exemption."

d. REVISED SECTION 3.12.1. Section 3.12.1 of the Development Agreement is revised in its entirety to read as follows:

"3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 13.2~~14.6~~ acres of active neighborhood parkland, and 36.6 acres of open space. The following two~~three~~ parcels, and one open space parcel, shall be dedicated to City as described below and shown in Exhibit "V":

1. An 8.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel WB-50;

2. A 4.4-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-51; and

~~3. A 1.5-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-52; and~~

3~~4~~. A 36.6-acre, more or less, portion of the Property, for the purposes, of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80;

Landowner shall dedicate any park lands and open space Parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, open space perimeter fencing, as may be required by the 404 Permit, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. Dedication of Preserve parcels shall be in accordance with Section 3.12.11.1 and the City's Open Space Preserve Overarching Management Plan. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity."

e. NEW SECTION 3.12.3.2. Section 3.12.3.2 is added to the Development Agreement to read as follows:

"3.12.3.2. Neighborhood Park In-Lieu Fee. In accordance with the

revised park financing plan for the Property stemming from the re-designation of Parcel WB-52 from Park to a High Density Residential land use, Landowner, in addition to paying the Neighborhood Park Fee provided for in Section 3.12.3 above, shall pay a one-time neighborhood park in-lieu fee for Parcel WB-31 (the "Neighborhood Park In-Lieu Fee"), upon the issuance of each residential building permit within Parcel WB-31, to provide additional funding for neighborhood park improvements in the Plan Area, provided that the first building permit for development on Parcel WB-31 is issued by January 15, 2028. Such Neighborhood Park In-Lieu Fee shall total $510,000 collectively for the 293 High Density Residential units allocated to Parcel WB-31, and, if paid by each building permit on Parcel WB-31 as provided for herein, shall be $1,740.61 per High Density Residential unit on Parcel WB-31 (but excluding carriage units, which shall not pay Neighborhood Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. If the first building permit for development on Parcel WB-31 is not issued by January 15, 2028, then Landowner, instead of paying the per-building permit Neighborhood Park In-Lieu Fee provided for in this Section 3.12.3.2, shall pay lump sum payments of $170,000 on January 31, 2028, June 30, 2028, and January 15, 2029, with each payment subject to annual adjustment on July 1, based on the percentage change in the CCI. In any event, the full Neighborhood Park In-Lieu Fee amount of $510,000, subject to the annual CCI adjustment, shall be paid in full by January 15, 2029. "

f. REVISED EXHIBITS. The following exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this Third Amendment as follows:

Exhibit C	-----	Annexation Area and Plan Area (Parcel WB-52 land use)
Exhibit E	-----	Land Use Plan (Parcel WB-52 land use)
Exhibit F	-----	Affordable Housing Sites (Parcel WB-52 land use)
Exhibit G	-----	Phasing Plan (Parcel WB-52 land use)
Exhibit H	-----	Road Improvements (Parcel WB-52 land use)
Exhibit I	-----	Traffic Signals (Parcel WB-52 land use)
Exhibit J	-----	Sewer Facilities (Parcel WB-52 land use)
Exhibit K-1	-----	Wastewater Facilities for Reimb. (Parcel WB-52 land use)
Exhibit L	-----	Groundwater Well (Parcel WB-52 land use)
Exhibit N	-----	Water Facilities (Parcel WB-52 land use)
Exhibit P	-----	Recycled Water Facilities (Parcel WB-52 land use)
Exhibit Q	-----	Recycled Water Facilities for Reimb. (Parcel WB-52 land use)
Exhibit S	-----	Post Develop. 100 Year Floodplain (Parcel WB-52 land use)
Exhibit T	-----	Electric Utility Improvements (Parcel WB-52 land use)
Exhibit U	-----	60kV Easement Area (Parcel WB-52 land use)
Exhibit V	-----	Parks and Open Space (Parcel WB-52 land use)
Exhibit W	-----	Parks Financing Plan
Exhibit X	-----	Bikeway Master Plan (Parcel WB-52 land use)

Exhibit Y ----- Open Space Preserve Areas (Parcel WB-52 land use)

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Third Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT. This Third Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AGREEMENT. This Third Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Third Amendment in duplicate by its City Manager as attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2023.

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

LANDOWNER:

PINE ISLAND APARTMENTS, LLC
an Indiana limited liability company

By:_____
Scott I. Canel
Manager

By: _____

Mike Isom

Development Services Director

EXHIBIT "A"
LEGAL DESCRIPTION of PARCELS
WB-30, WB-32, AND WB-52
THIRD AMENDMENT PROPERTY

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lots 1 and 2 as said lots are shown and so designated on that certain final map entitled "Westbrook Phases 2 & 3, filed in Book DD of Maps, Page 79, Placer County Records and amended by Certificate of Correction recorded March 21, 2017, as Instrument No. 2017-0020719, Official Records.

Together with,

Lot 8 as said lot is shown and so designated on that certain final map entitled "Westbrook Phases 2 & 3, filed in Book DD of Maps, Page 79, Placer County Records and amended by Certificate of Correction recorded March 21, 2017, as Instrument No. 2017-0020719, Official Records.

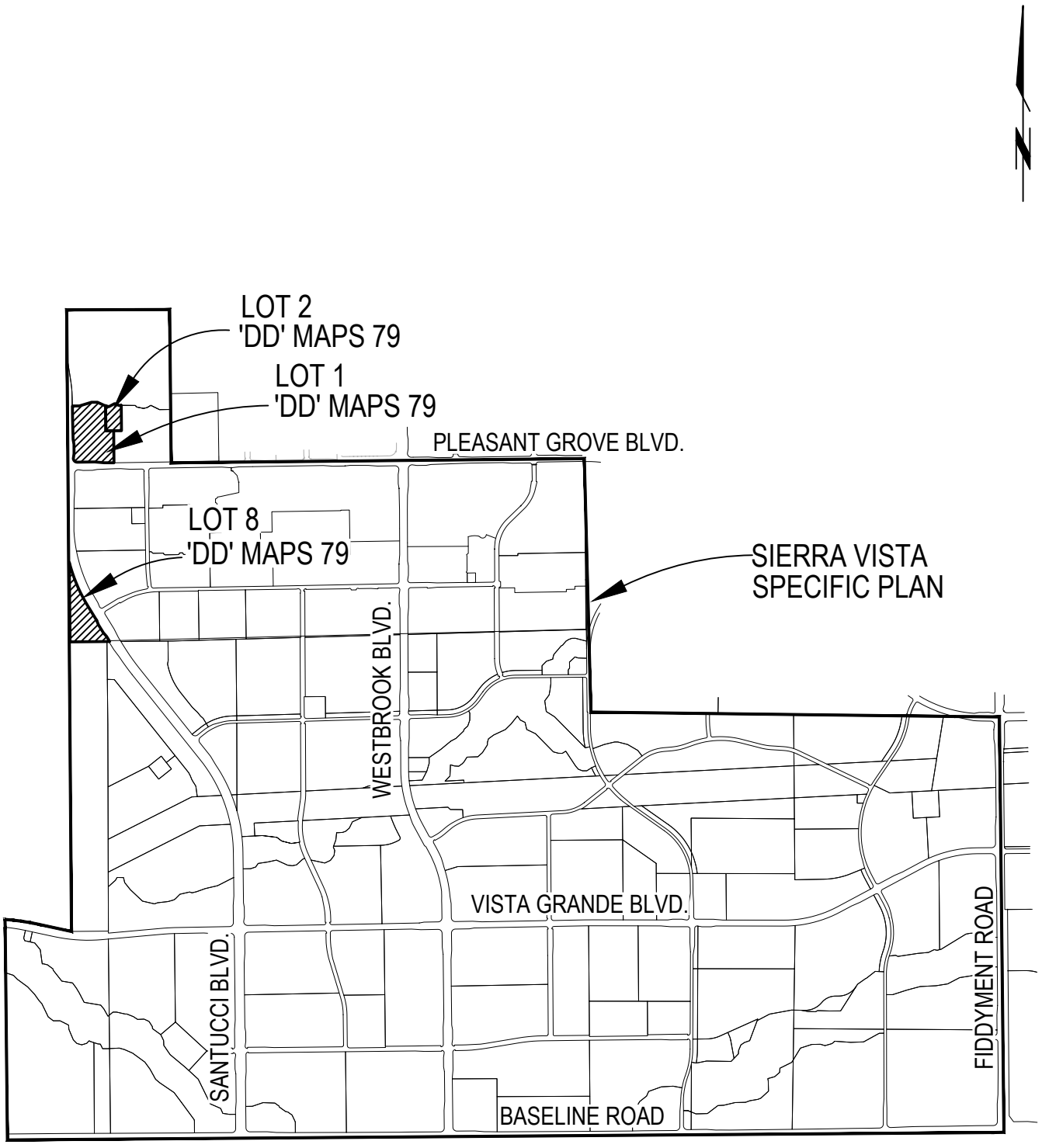


EXHIBIT 'B'

DIAGRAM OF THE THIRD AMENDMENT PROPERTY

3rd AMENDMENT TO DEVELOPMENT AGREEMENT
SIERRA VISTA SPECIFIC PLAN JULY 2023

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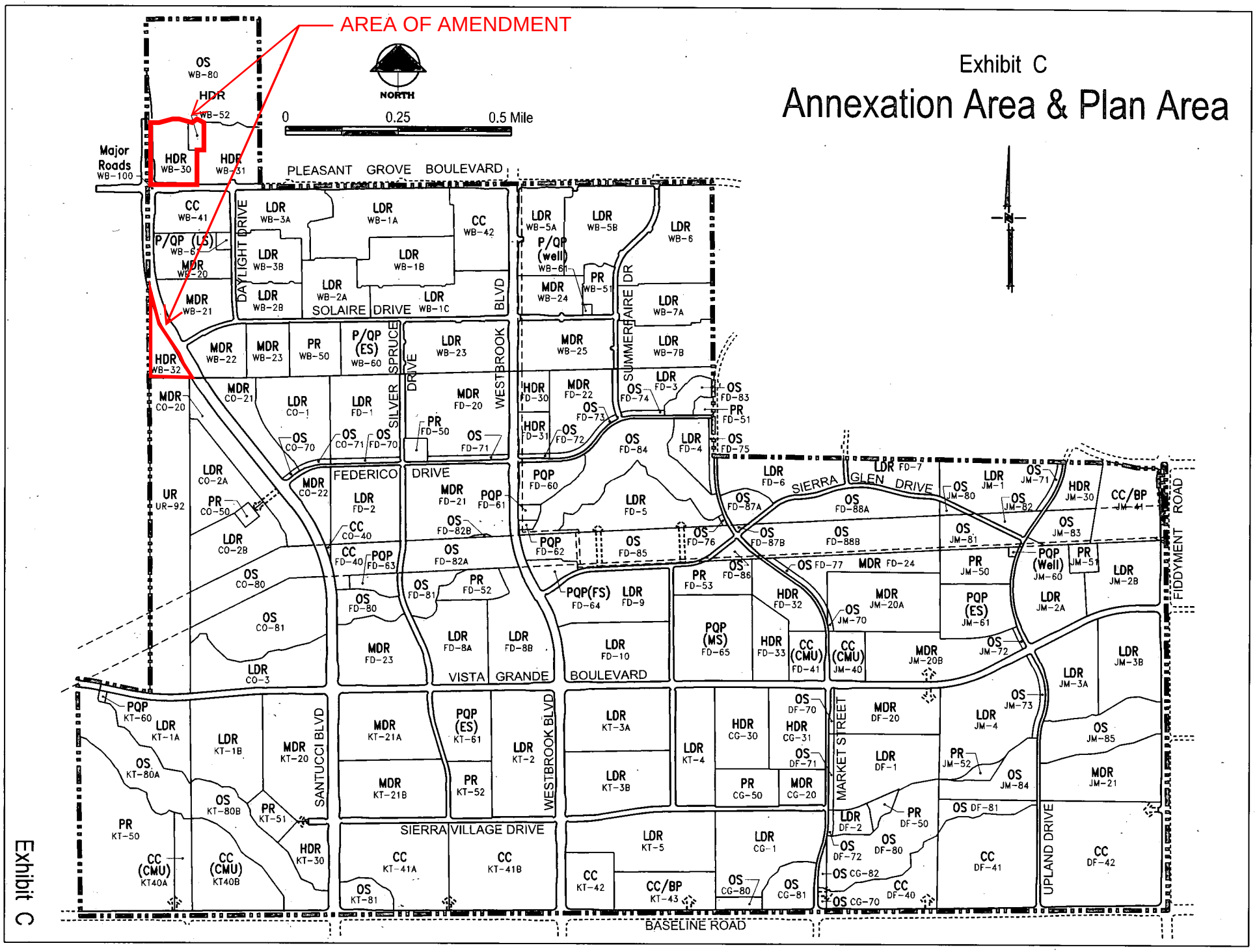

AREA OF AMENDMENT
NORTH
0
0.25
0.5 Mile
Exhibit C
Annexation Area & Plan Area
Major Roads WB-100
PLEASANT GROVE BOULEVARD
DAYLIGHT DRIVE
SOLAIRE DRIVE
SPRUCE DRIVE
SILVER
WESTBROOK BLVD
SUMMERFAIRE DR
FEDERICO DRIVE
SIERRA GLEN DRIVE
FIDDYMENT ROAD
VISTA GRANDE BOULEVARD
SANTUCCI BLVD
WESTBROOK BLVD
MARKET STREET
SIERRA VILLAGE DRIVE
UPLAND DRIVE
BASELINE ROAD
Exhibit C

Exhibit E

Land Use Plan

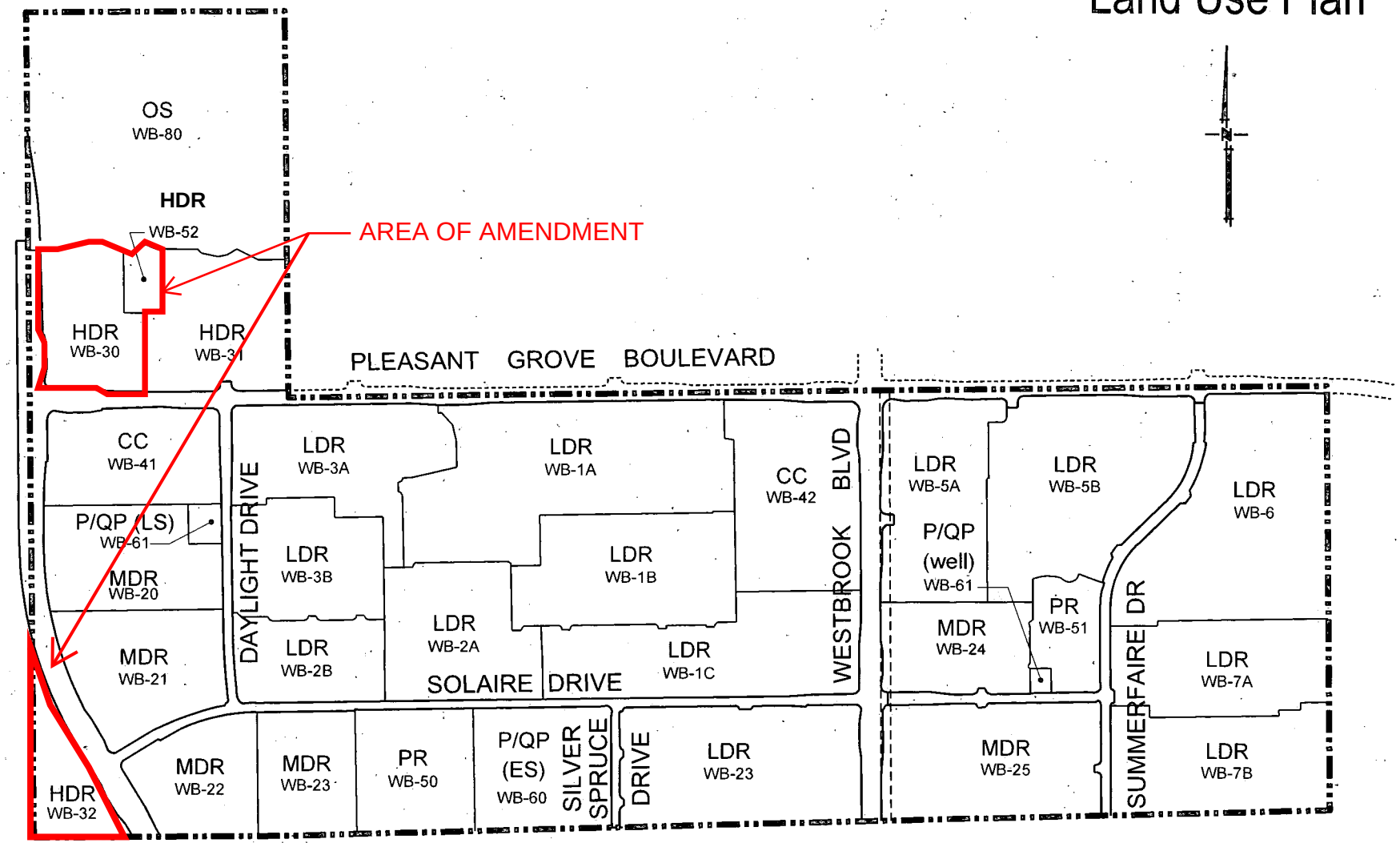


Exhibit E

Exhibit F

Affordable Housing Sites

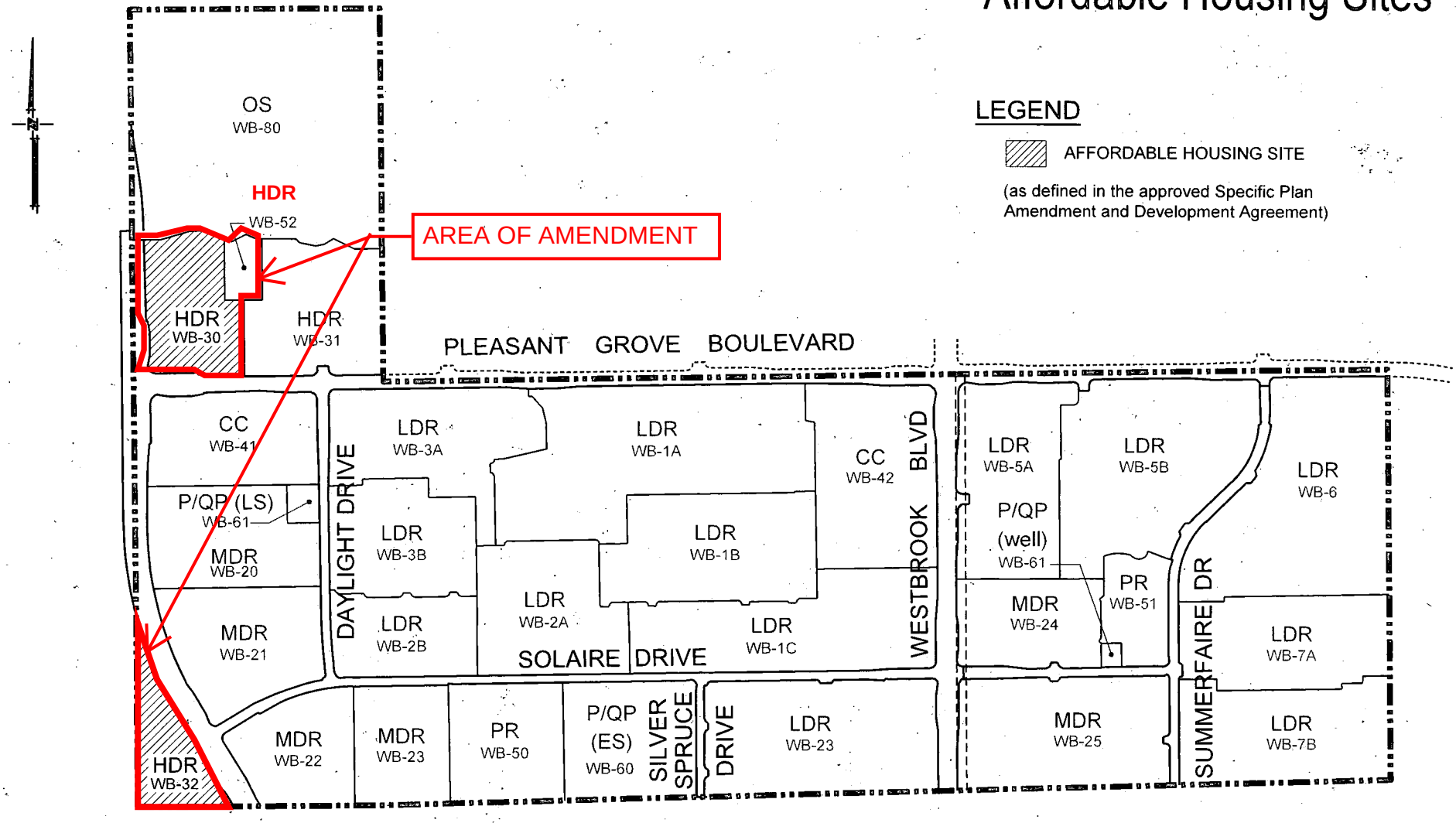


Exhibit F

Exhibit G

Phasing Plan

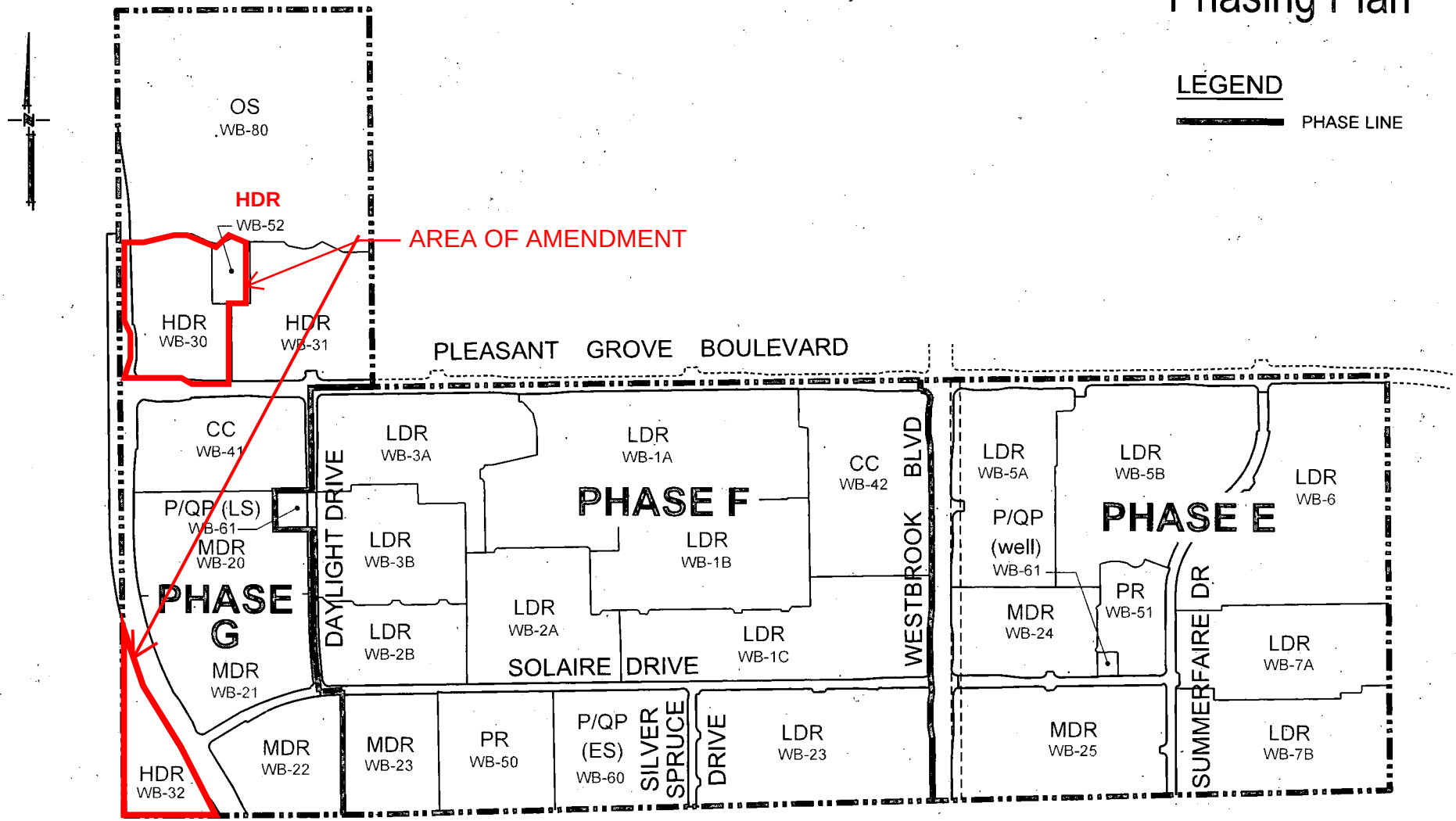


Exhibit G

Exhibit H

Road Improvements

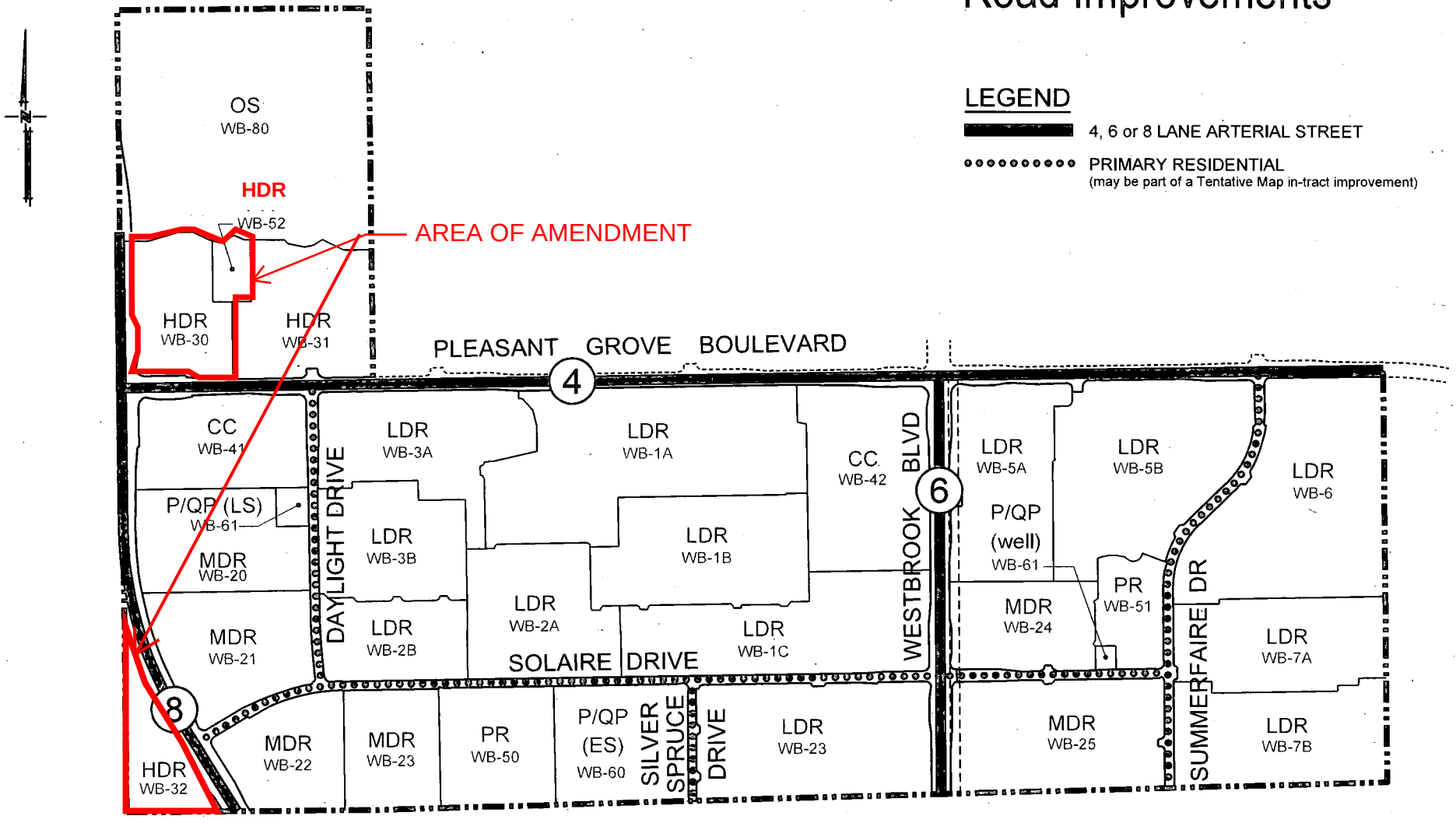


Exhibit H

Exhibit I

Traffic Signals

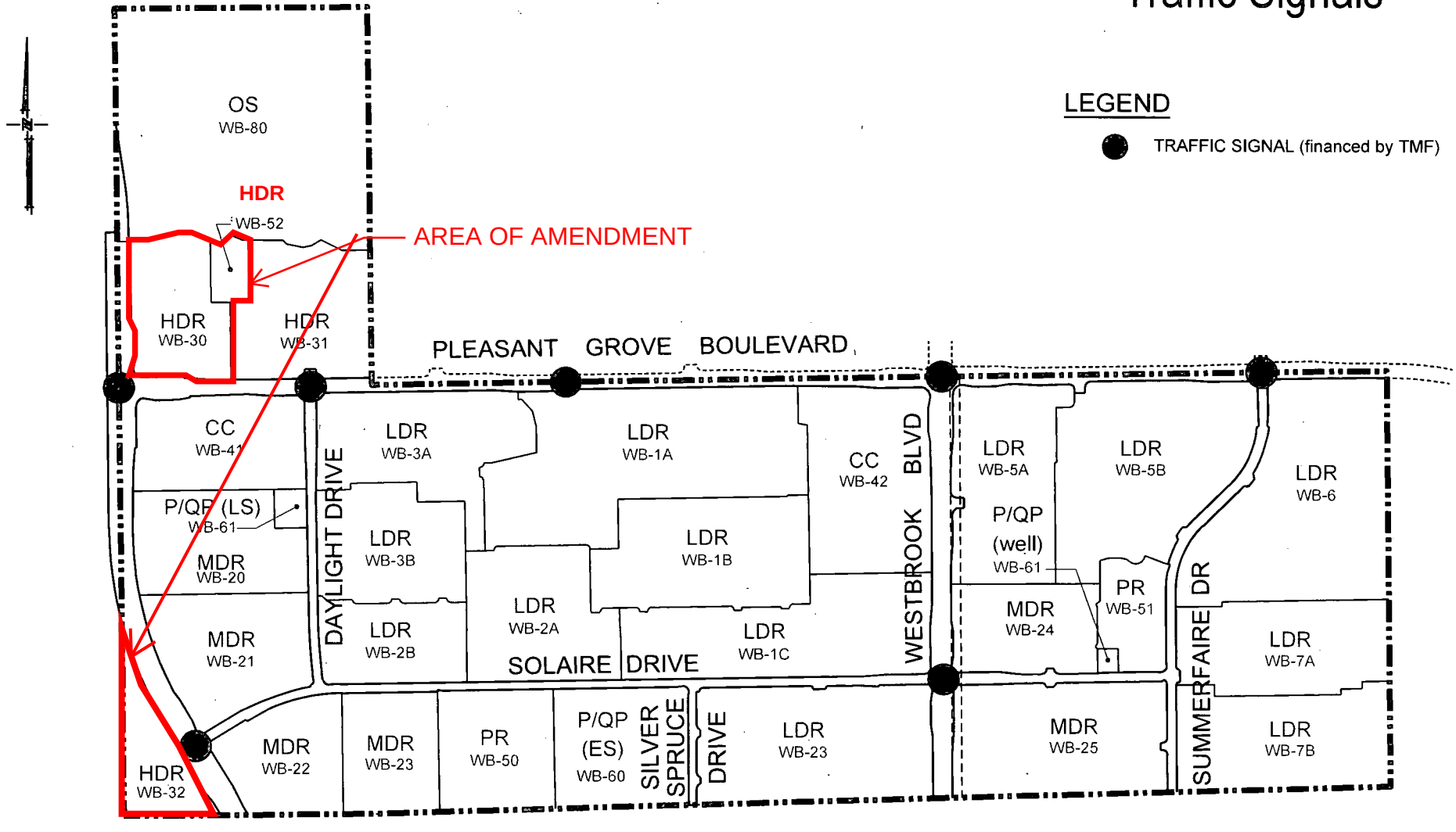


Exhibit I

Exhibit J

Sewer Facilities

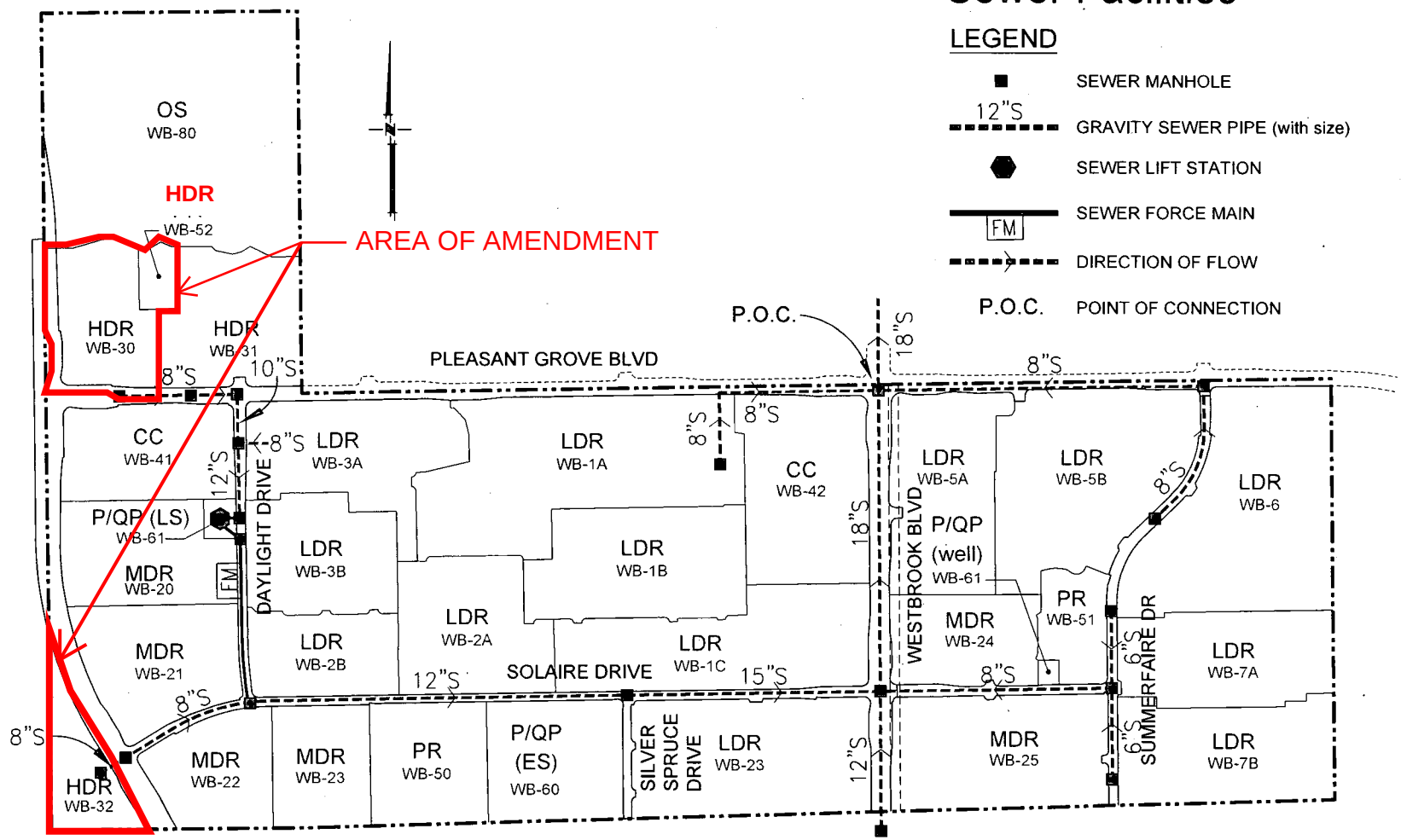


Exhibit J

Exhibit K-1

Wastewater Facilities for Reimbursement

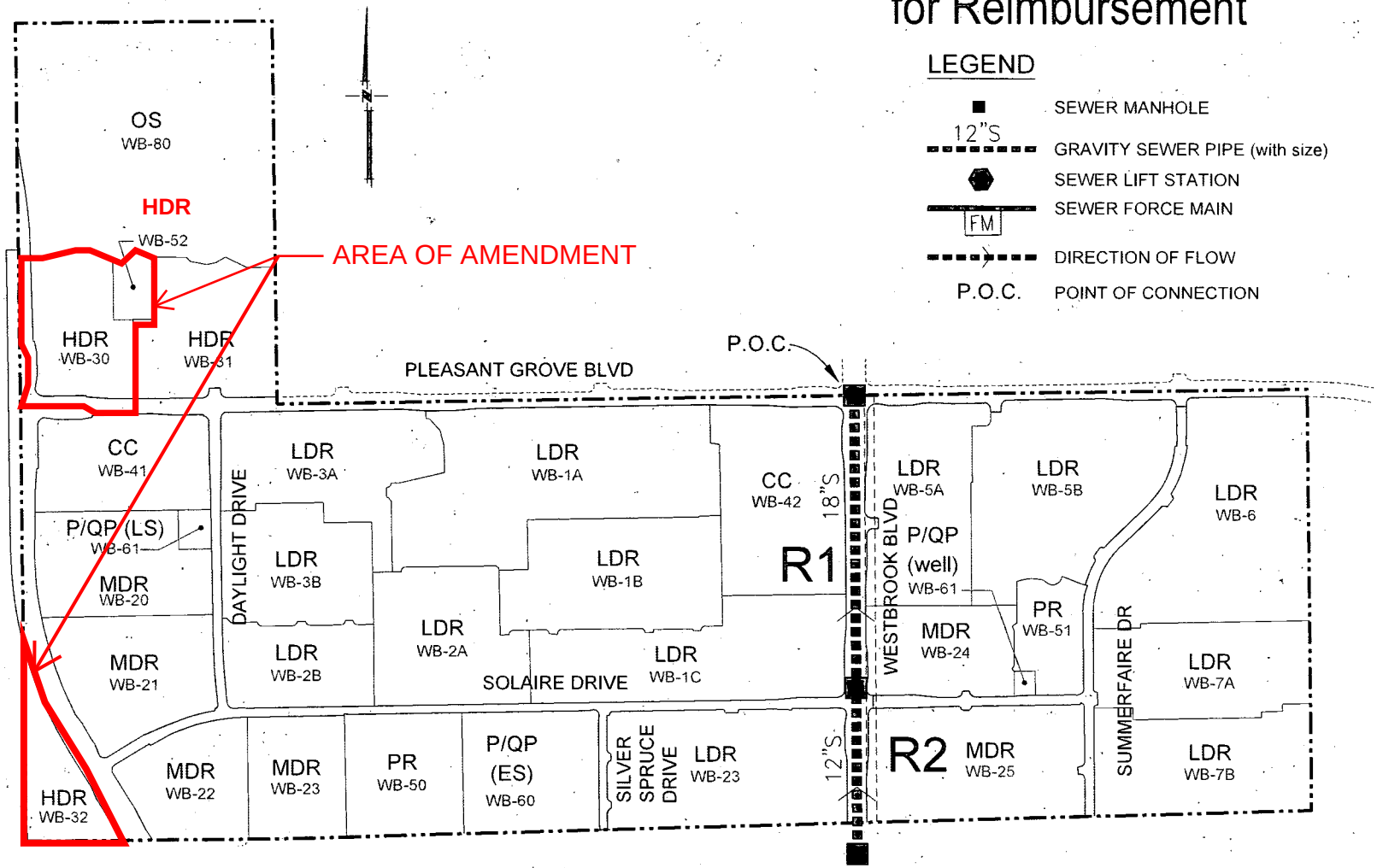


Exhibit K-1

Exhibit L

Groundwater Well

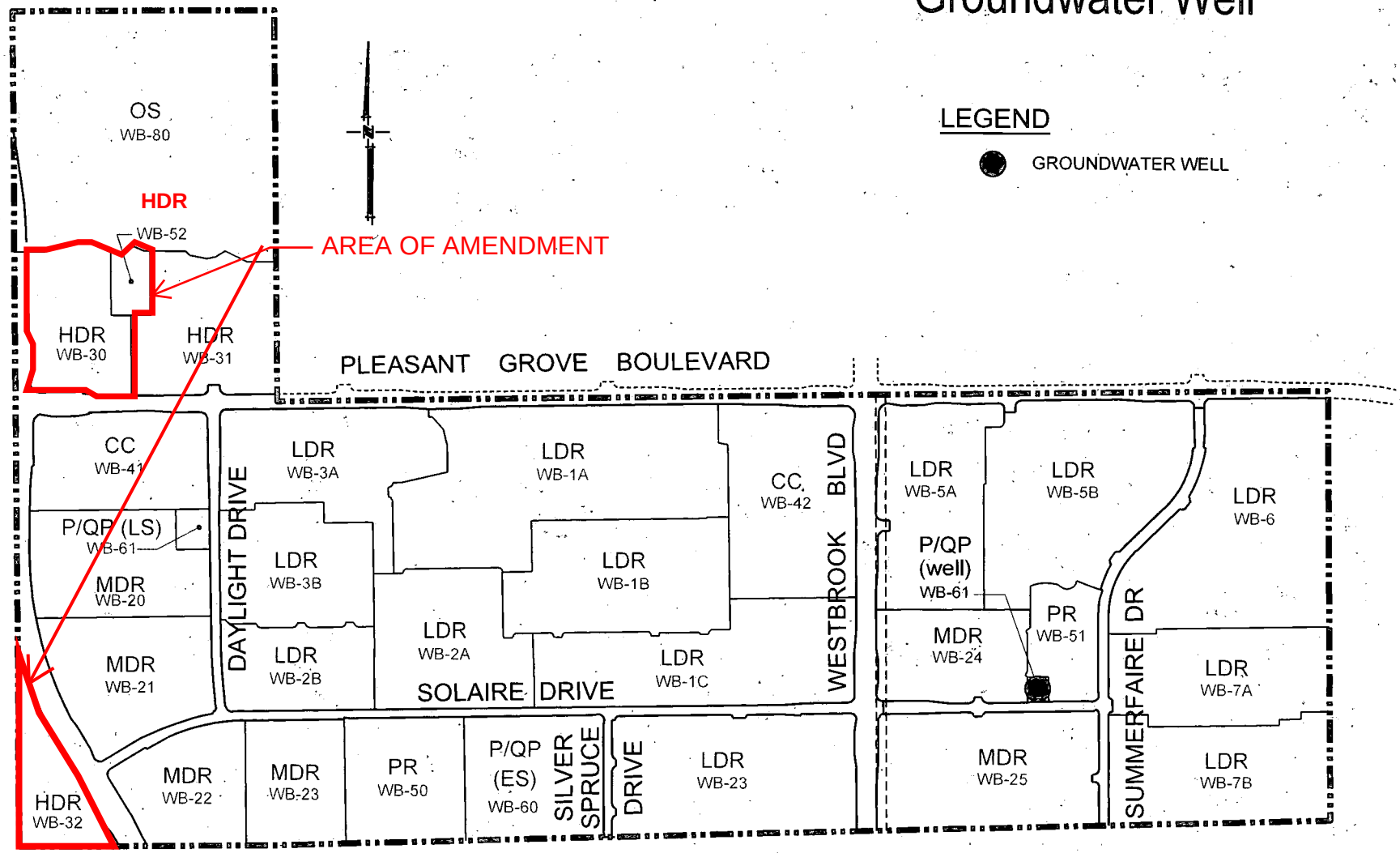


Exhibit L

Exhibit N

Water Facilities

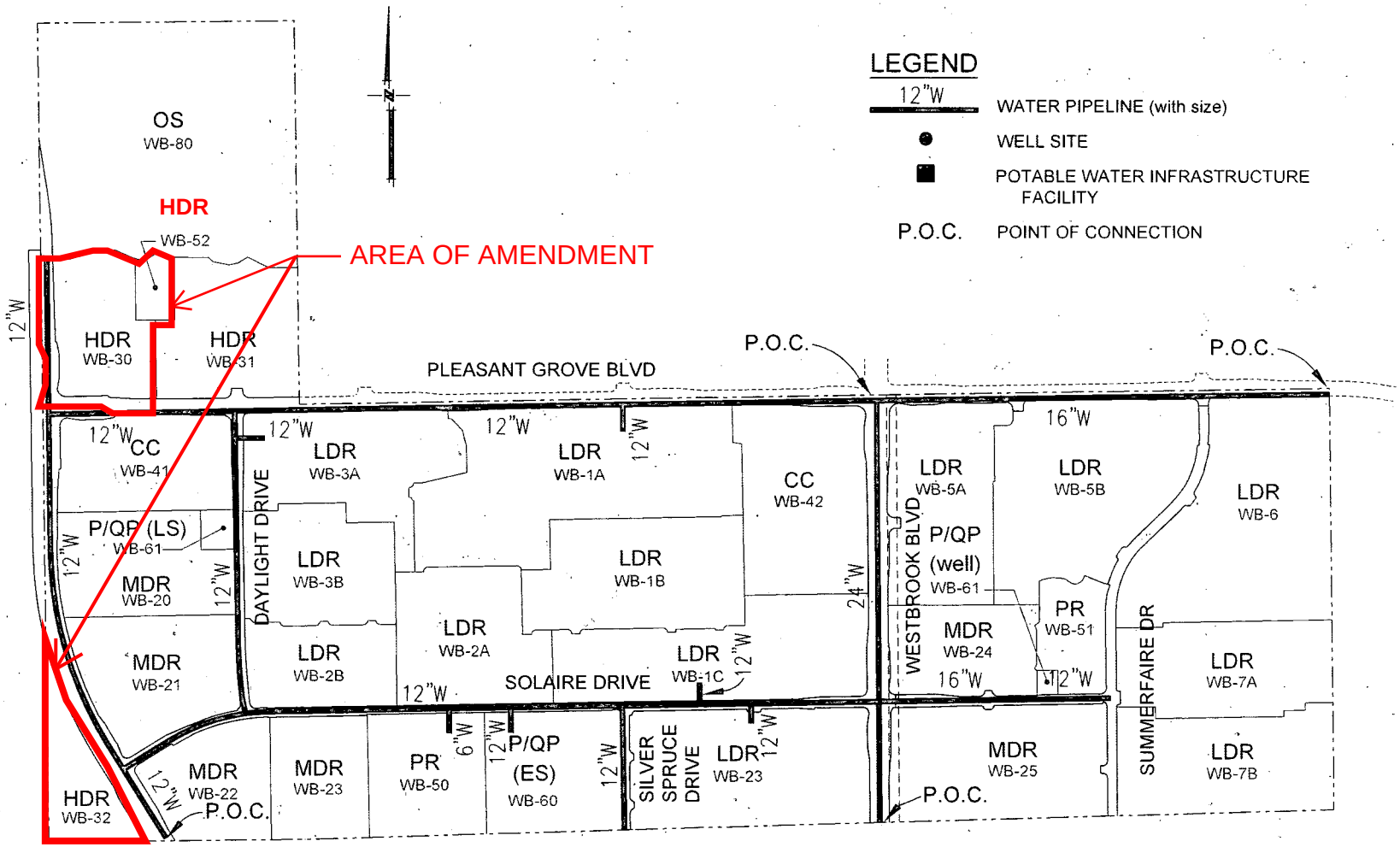


Exhibit N

Exhibit P

Recycled Water Facilities

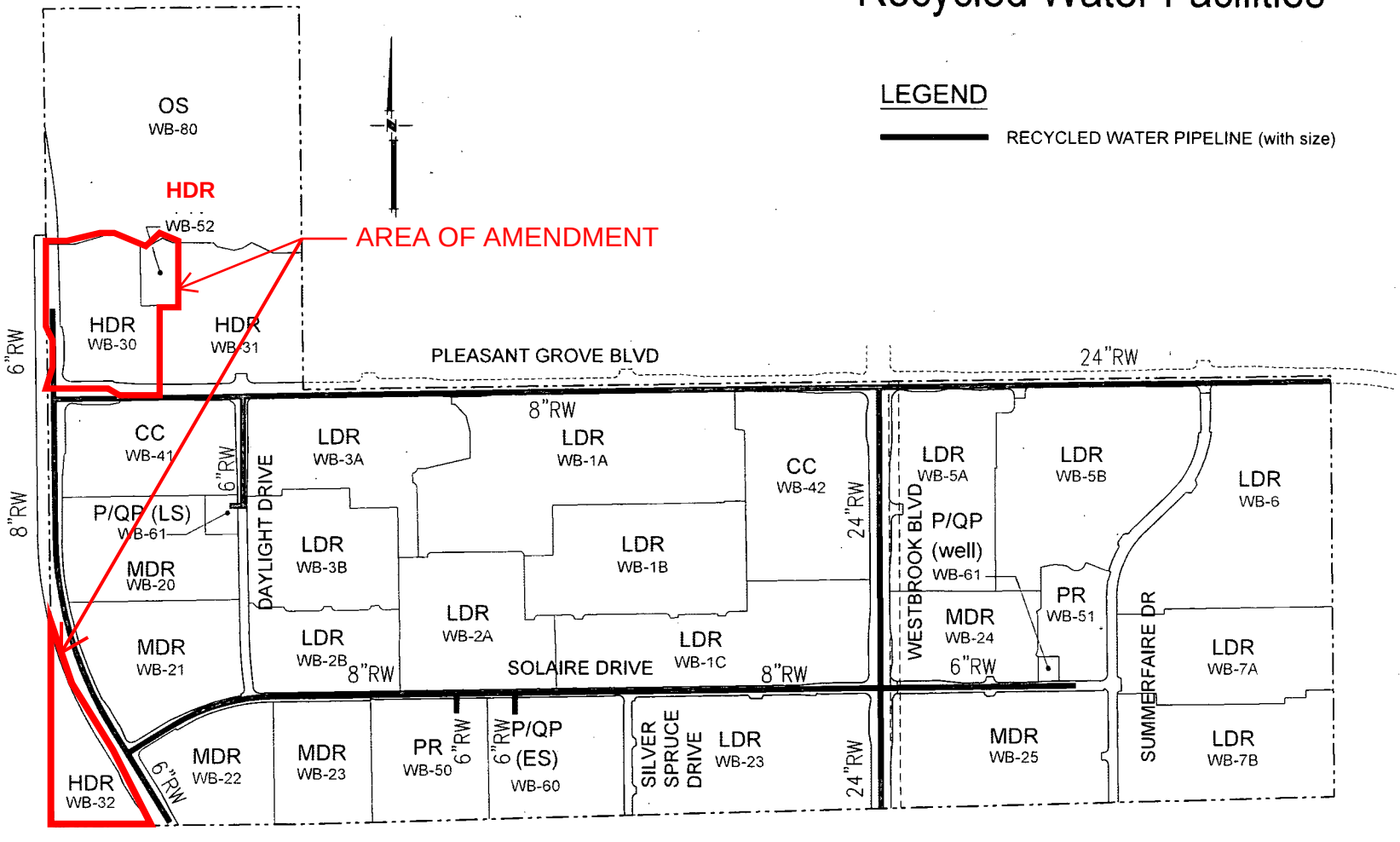
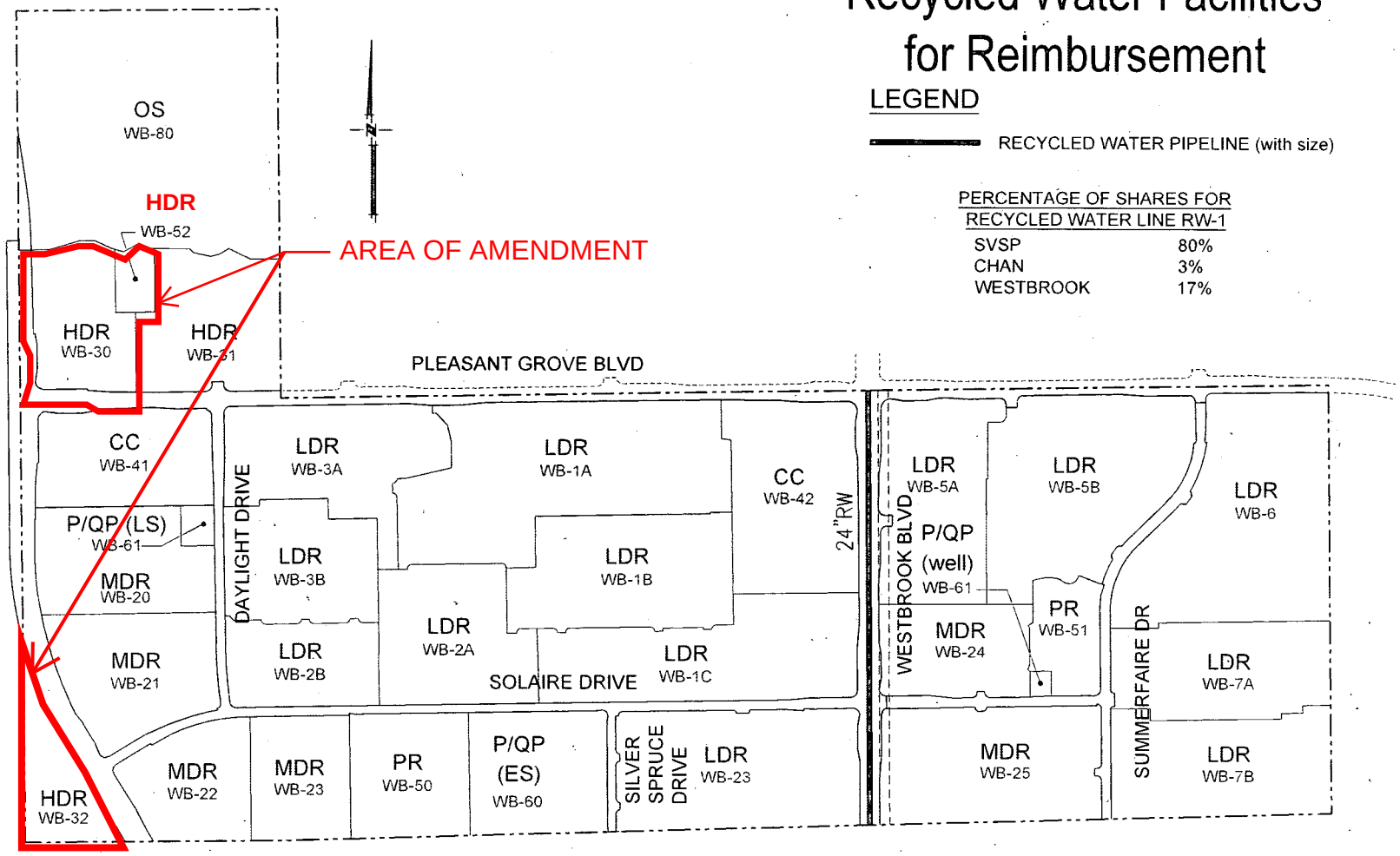


Exhibit P

Exhibit Q

Recycled Water Facilities for Reimbursement



LEGEND

RECYCLED WATER PIPELINE (with size)

PERCENTAGE OF SHARES FOR RECYCLED WATER LINE RW-1

SVSP	80%
CHAN	3%
WESTBROOK	17%

Exhibit Q

Exhibit R

Storm Drainage Facilities

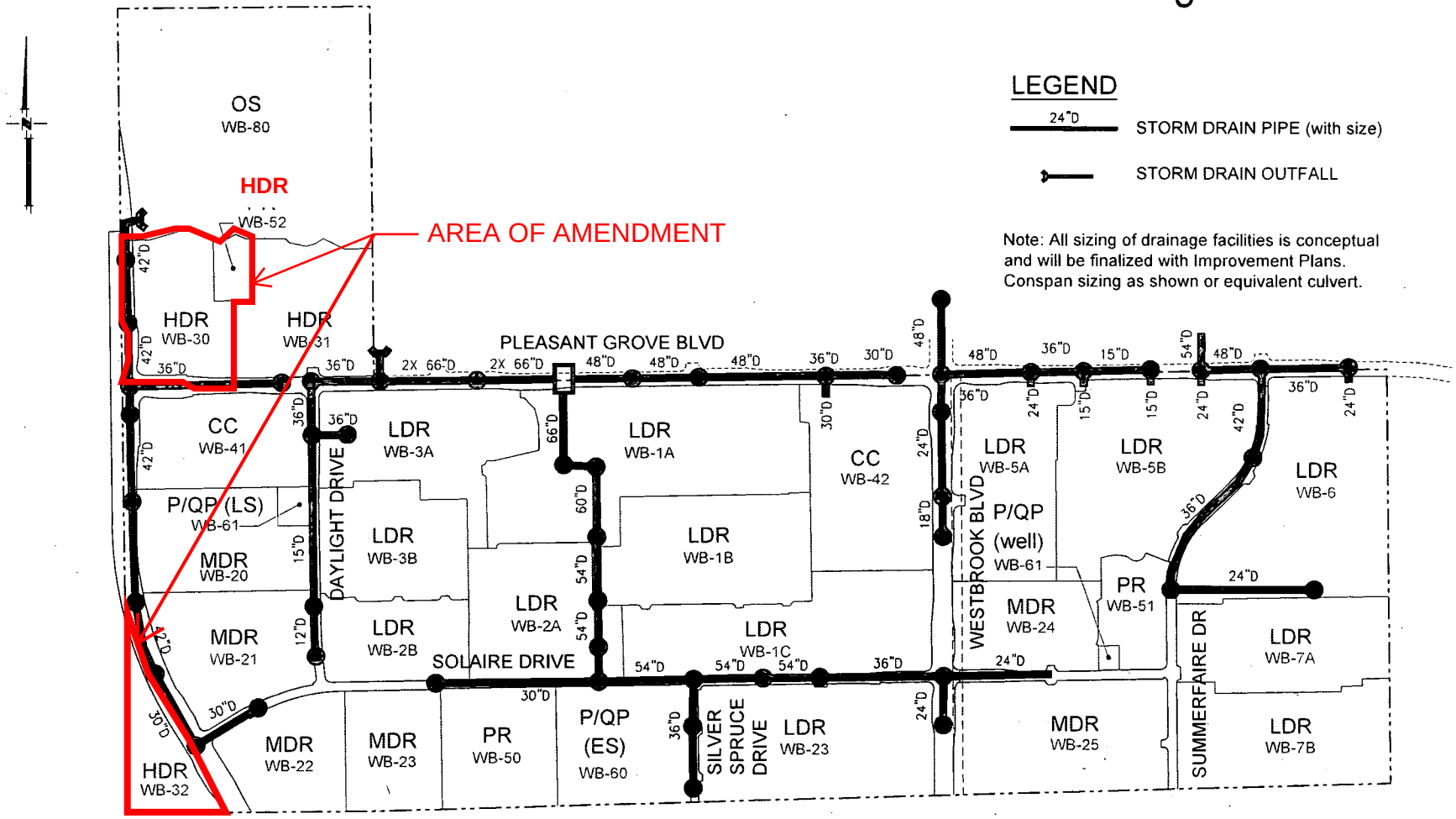


Exhibit R

Exhibit S

Post Development 100 Year Floodplain

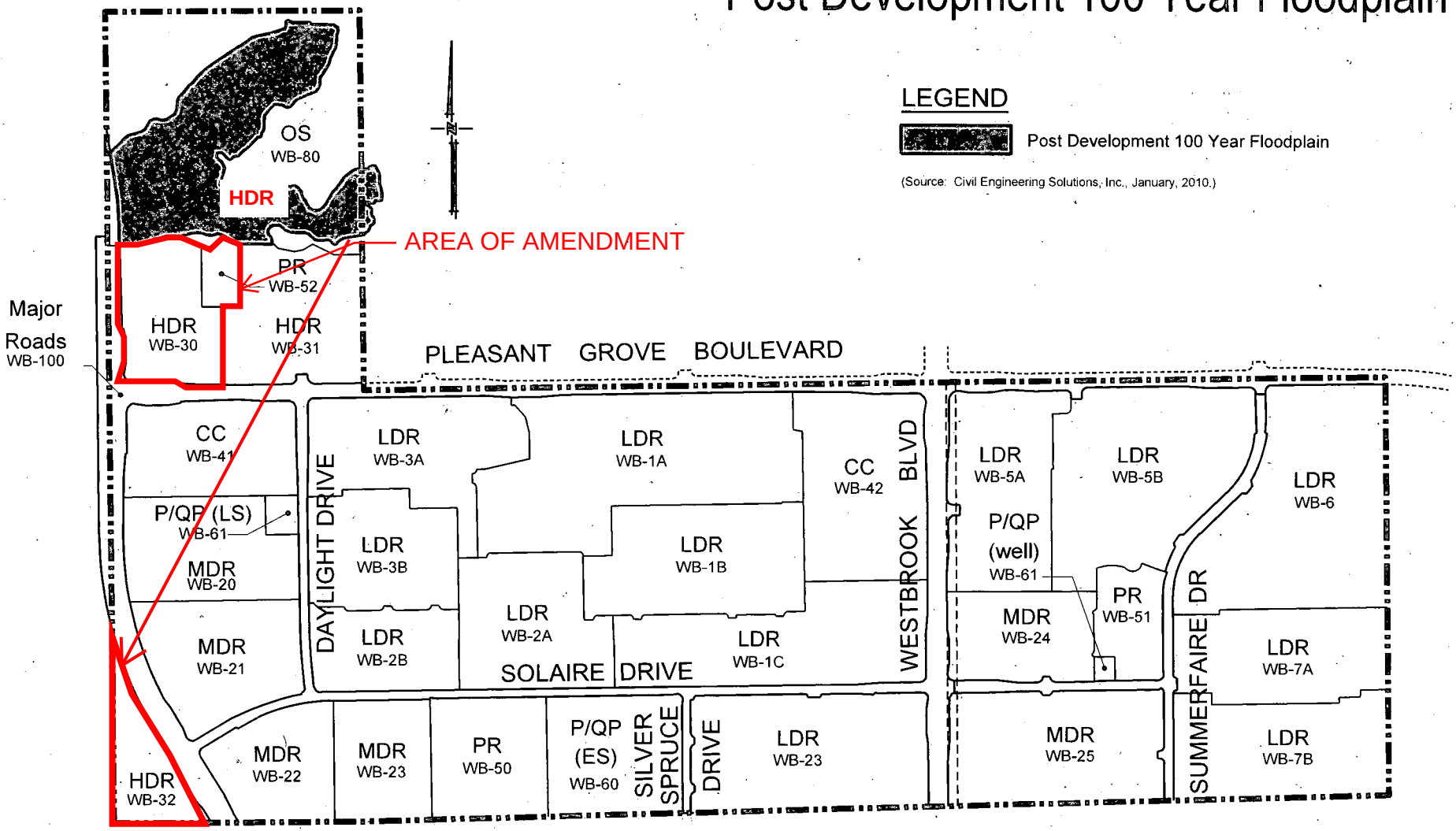


Exhibit S

Exhibit T

Electric Utility Improvements

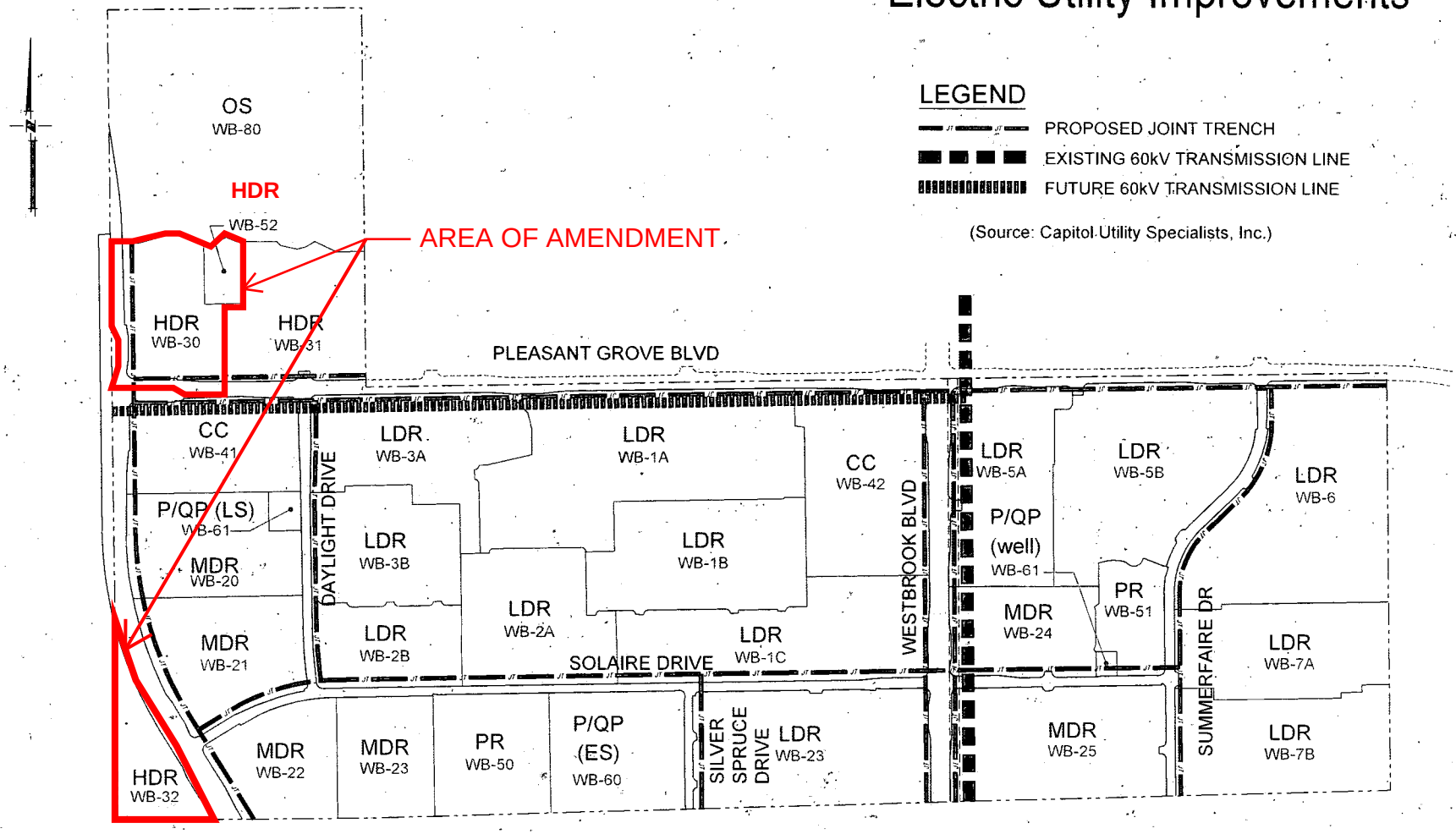


Exhibit T

Exhibit U

60kV Easement Area

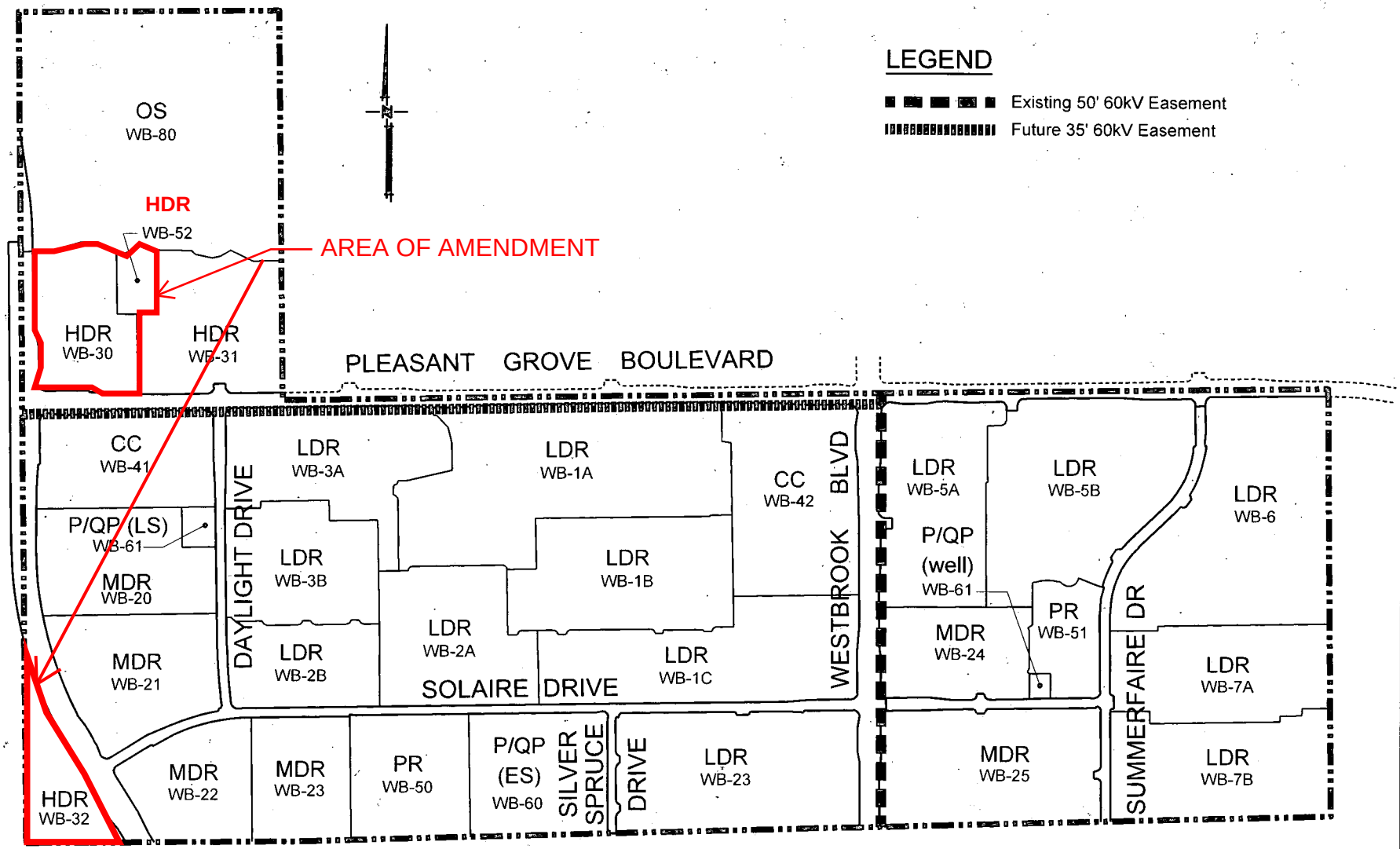


Exhibit U

Exhibit V

Parks and Open Space

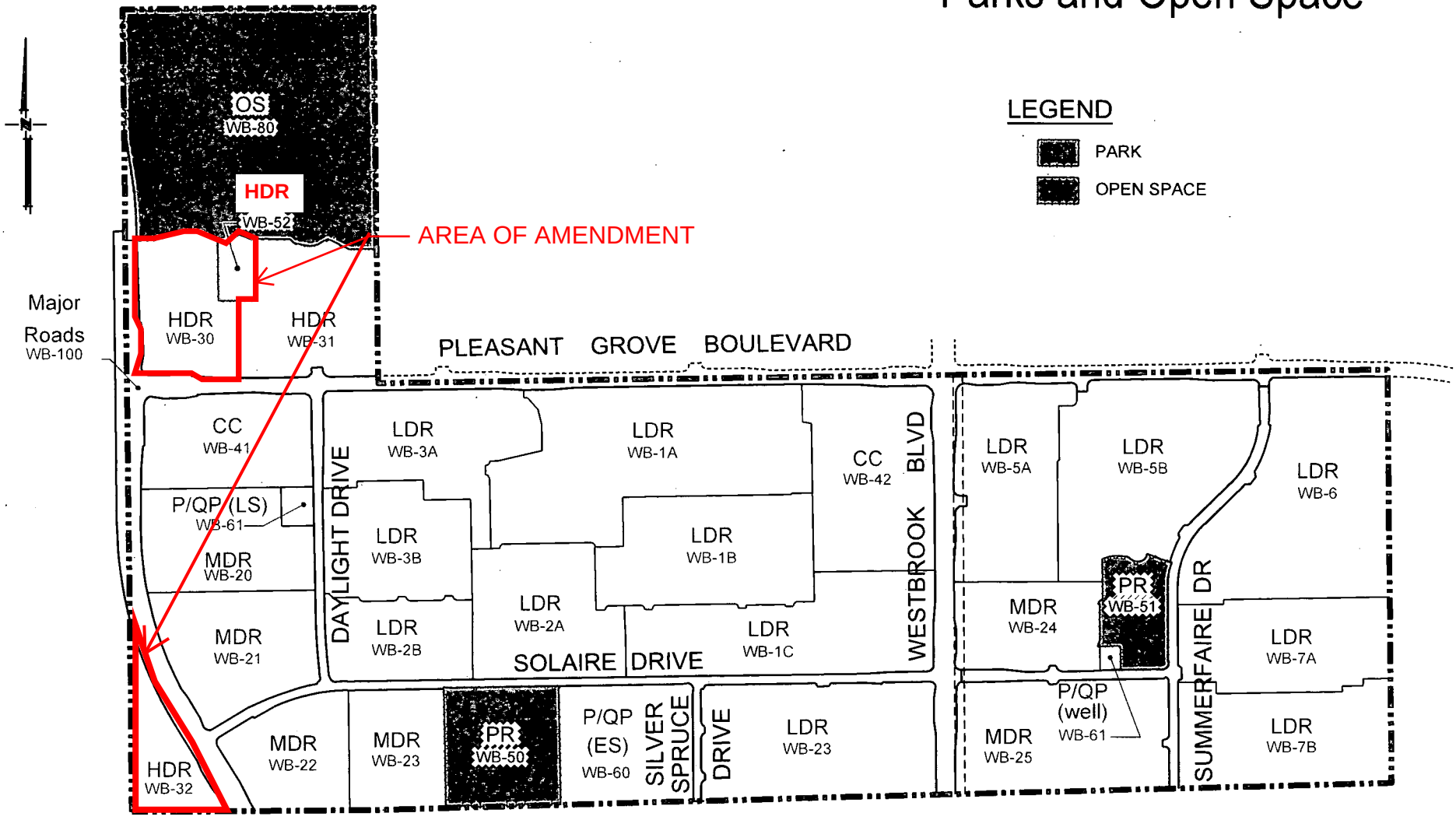


Exhibit V

Chapter 9: Parks and Recreation

The City of Roseville's Parks and Recreation Master Plan requires a ratio of 9 acres of parkland per 1,000 residents. The 9 acres of parkland includes; 3 acres/1,000 residents for neighborhood/community parks, 3 acres/1,000 residents for citywide parks, and 3 acres/1,000 residents for open space. For Westbrook, this generates a requirement to provide 14.6 acres in each of these categories.

The parks program developed for Westbrook includes 14.6 acres of neighborhood parks, no citywide park, and 7.3 acres of credited open space. The project meets the neighborhood park dedication requirement with 14.6 acres. The project will pay a Citywide Park in-lieu fee for 14.6 acres of parkland that is required by the parks Master Plan, and an open space in-lieu fee for 7.3 acres (the shortfall between required and credited open space). This project will not have a citywide park in the plan, but through the in-lieu fee and the citywide park fee, it will contribute to the creation of other planned facilities in the City. **Table 9-1** shows the required park acreage under the City's current Master Plan and project population assumptions. The City will be responsible for the construction of all the parks.

Three neighborhood parks have been distributed throughout the project to maximize efficiency and need. **Map 2-1** shows the location of the neighborhood parks in the Westbrook project.

Parks Improvements

Facility Costs

Table 9-2 shows the total estimated park facility costs. The neighborhood parks program costs are estimated at roughly $3.0 million. The cost of the parks and recreation facilities include, but are not limed to, the following types of facilities:

- Landscaping
- Restrooms
- Parking
- Recreational fields
- Playgrounds
- Picnic areas

Detailed park improvements and costs are provided by MacKay & Somps in a separate report.

Phasing

The development of Phase A would have park improvements that correspond to the amount of initial residential development. These improvements include one neighborhood/community park at a size of 4.4 acres. The estimated facilities costs for the park improvements for Phase A is approximately $910,000.

Table 9-1
Westbrook Financing Plan
Parks Acreage

Park Type	Assumptions	Acres Required	Acres Provided/Credited	Surplus/ (Deficit)
Population	*4,858*			
Neighborhood Park	3 acres/1,000 pop.	14.6	~~14.6~~ 13.1	0.0
Citywide Park	3 acres/1,000 pop.	14.6	0	(14.6)
Open Space	3 acres/1,000 pop.	14.6	7.3	(7.3)
Total Parks		**43.8**	~~21.9~~ **20.4**	

Source: Westbrook Land Use Plan, 10/28/15

Table 9-2
Westbrook Financing Plan
Neighborhood Park Costs (2011$)

Item	Phase A		Buildout	
	Acres/ Facility	Amount	Acres/ Facility	Amount
Neighborhood Parks	4.4	$910,404	~~14.6~~ 13.1	$3,032,255

Source: MacKay & Somps, Park-Paseo-Trail Cost Estimates 12/2/2011.
Note: All park costs include estimates of a 15% Contingency and 13% Soft Costs.

Funding Strategy

Existing Fee Programs

The neighborhood/community park impact fee funds the neighborhood/community park improvements in Westbrook. **Table 9-3** creates an updated fee for the Westbrook project by allocating the total neighborhood/community park improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household that vary by unit size. **Table 9-4** shows the neighborhood park revenue by Phase A and Buildout.

There will be two citywide park fees. One fee will be to fund citywide park construction and the other is an in-lieu fee because Westbrook has a shortfall in citywide land dedication. The fee was calculated by using the City's current construction portion of its fee and then allocating it across the housing units to create a tiered fee. Using this approach, the base fee and revenue estimate for park construction was determined to be $2,515,122 and **Table 9-5** allocates that revenue across the units for the tiered rate.

The citywide land in-lieu fee has been established in accordance with City standards for in-lieu fees and will go towards citywide park improvements or citywide park land within the City. **Table 9-6** estimates the total cost of Westbrook's obligation for land dedication. The cost is then allocated across the residential units on a person per household basis to establish the fee in **Table 9-7**.

Table 9-8 shows the citywide park construction fee and citywide in-lieu fee revenues for Phase A and Buildout.

Table 9-3
Westbrook Financing Plan
Public Facilities Cost Allocation: Neighborhood/Community Park Costs (2011$)

Item	Land Uses		Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$892,584	$9,577	$1,848
Low Density (Age-Restricted)	91.6	493	$644,384	$7,035	$1,307
Medium Density	56.4	433	$683,707	$12,122	$1,579
High Density	24.1	620	$811,580	$33,676	$1,309
Subtotal Residential	**265.3**	**2,029**	**$3,032,255**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-4
Westbrook Financing Plan
Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	$1,848	$728,112	$892,584
Low Density (Age-Restricted)	$1,307	$0	$644,384
Medium Density	$1,579	$241,587	$683,707
High Density	$1,309	$0	$811,580
Subtotal Residential		**$969,699**	**$3,032,255**
Nonresidential			
Community Commercial		$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue (Park)		**$969,699**	**$3,032,255**

Table 9-5 (previously 9-6)
Westbrook Financing Plan
Citywide Park Construction (2011$)

Item	Land Uses		Citywide Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$742,854	$7,971	$1,538
Low Density (Age-Restricted)	91.6	493	$527,506	$5,759	$1,070
Medium Density	56.4	433	$568,962	$10,088	$1,314
High Density	24.1	620	$675,800	$28,041	$1,090
Subtotal Residential	**265.3**	**2,029**	**$2,515,122**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-6 (previously 9-7)
Westbrook Financing Plan
Citywide Park Acre In-Lieu Fee

Item	Costs		
	Acres	Cost per Acre	Total
Citywide Park In-Lieu	14.6	$135,000	$1,971,000
Total			**$1,971,000**

Table 9-7 (previously 9-8)
Westbrook Financing Plan
Citywide Park In-Lieu Fee (2011$)

Item	Land Uses		Citywide Park In-Lieu Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$582,498	$6,250	$1,206
Low Density (Age-Restricted)	91.6	493	$413,032	$4,509	$838
Medium Density	56.4	433	$445,990	$7,908	$1,030
High Density	24.1	620	$529,480	$21,970	$854
Subtotal Residential	**265.3**	**2,029**	**$1,971,000**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-8 (previously 9-9)
Westbrook Financing Plan
Fee Revenue by Phase (Citywide Park Construction and In-Lieu)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
CITYWIDE FEE - CONSTRUCTION			
Residential			
Low Density	$1,538	$742,854	$742,854
Low Density (Age-Restricted)	$1,070	$0	$527,506
Medium Density	$1,314	$201,042	$568,962
High Density	$1,090	$0	$675,800
Subtotal Residential		**$943,896**	**$2,515,122**
Nonresidential			
Community Commercial	n/a	$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue (Construction)		**$943,896**	**$2,515,122**
CITYWIDE PARK LAND FEE - IN-LIEU			
Residential			
Low Density	$1,206	$475,164	$582,498
Low Density (Age-Restricted)	$838	$0	$413,032
Medium Density	$1,030	$157,590	$445,990
High Density	$854	$0	$529,480
Subtotal Residential		**$632,754**	**$1,971,000**
Nonresidential			
Community Commercial	n/a	$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue (In-Lieu)		**$632,754**	**$1,971,000**

Open Space In-Lieu

The Westbrook project is receiving a credit of 7.3 acres towards its 14.6 acre requirement for the 36.6 acres of open space that is to be dedicated. This leaves a dedication shortfall of 7.3 acres. An open space in-lieu fee is estimated in this report using the most recent appraisal done by the City for the Sierra Vista SP. The open space land is then estimated at 20% of the value of developable land the appraisal determined. **Table 9-9** shows the estimated in-lieu total for the shortfall of provided open space.

Table 9-10 creates a Westbrook project open space in-lieu fee by allocating the total value of the dedication shortfall across the different residential land uses based on the persons per household that vary by unit size. **Table 9-11** shows the open space in-lieu fee revenues for Phase A and Buildout.

Table 9-9 (previously 9-10)
Westbrook Financing Plan
Open Space Land In-Lieu Fee

Item	Costs		
	Acres	Cost per Acre [1]	Total
Open Space In-Lieu	7.3	$27,000	$197,100
Total			**$197,100**

[1] Estimate based on Sierra Vista Appraisal and valued at 20% of developable land.

Table 9-10 (previously 9-11)
Westbrook Financing Plan
Open Space In-Lieu Fee (2011$)

Item	Land Uses		Open Space In-Lieu Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$61,824	$663	$128
Low Density (Age-Restricted)	91.6	493	$32,279	$352	$65
Medium Density	56.4	433	$47,197	$837	$109
High Density	24.1	620	$55,800	$2,315	$90
Subtotal Residential	**265.3**	**2,029**	**$197,100**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-11 (previously 9-12)
Westbrook Financing Plan
Fee Revenue by Phase (Open Space In-Lieu)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	$128	$50,432	$61,824
Low Density (Age-Restricted)	$65	$0	$32,279
Medium Density	$109	$16,677	$47,197
High Density	$90	$0	$55,800
Subtotal Residential		**$67,109**	**$197,100**
Nonresidential			
Community Commercial	n/a	$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue		**$67,109**	**$197,100**

Bike Trail Improvements

In the Westbrook project, the bike trail system is integrated within the open space parcel. The bike trail runs along the open space corridor. **Map 1-2** illustrates the proposed bike trail in the project.

Facility Costs

Table 9-12 shows the total estimated bike trail improvement costs. The bike trail costs are estimated at roughly $98,800. The rough grading of the bike trail is the obligation of the adjacent parcel and will be completed with the grading of the parcel, either in its entirety or consistent with any proposed phasing of the parcel. The cost of the bike trail improvements in include, but are not limited to, the following types of facilities:

- Bike Trail Entry Points
- Bike Trail and Shoulder
- Bike Trail Kiosks
- Post and Cable Fences

Detailed bike trail improvements and costs are provided by MacKay & Somps in a separate report.

Phasing

The development of Phase A would have no initial set of bike trail improvements.

Funding Strategy

Existing Fee Programs

The City's bike trail impact fee will fund the bike trail improvements throughout Westbrook and connect to adjacent developed bike trails. **Table 9-13** creates an updated fee for the Westbrook project by allocating the total bike trail improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household factors that vary by unit size.

Table 9-14 shows the bike trail impact fee revenues for Phase A and Buildout. The developer will be responsible for grading the bike trail (with each phase of construction) and the City is responsible for construction the bike trails in the project. The City will construct the bike trails as funding is available.

Table 9-12 (previously 9-13)
Westbrook Financing Plan
Bike Trail Costs (2011$)

Item	Phase A	Buildout
Bike Trail	$0	$98,784
Total		**$98,784**

Source: MacKay & Somps, Park-Paseo Trail Cost Estimates 8/8/2011
Note: All costs include estimates of a 20% Contingency and 20% Soft Costs.

Table 9-13 (previously 9-14)
Westbrook Financing Plan
Public Facilities Cost Allocation: Bike Trail Costs (2011$)

Item	Land Uses		Bike Trail Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$27,531	$295	$57
Low Density (Age-Restricted)	91.6	493	$25,236	$276	$51
Medium Density	56.4	433	$21,217	$376	$49
High Density	24.1	620	$24,800	$1,029	$40
Subtotal Residential	**265.3**	**2,029**	**$98,784**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-14 (previously 9-15)
Westbrook Financing Plan
Bike Trail Revenue by Phase

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	$57	$22,458	$27,531
Low Density (Age-Restricted)	$51	$0	$25,236
Medium Density	$49	$7,497	$21,217
High Density	$40	$0	$24,800
Subtotal Residential		**$29,955**	**$98,784**
Nonresidential			
Community Commercial	n/a	$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue (Park)		**$29,955**	**$98,784**

Paseo Improvements

The paseos in Westbrook will be funded and built by the developing parcel owner where the paseos are planned. The costs have not been included in this Financing Plan and will be built in accordance with a City approved Phasing plan.

Exhibit X

Bikeway Master Plan

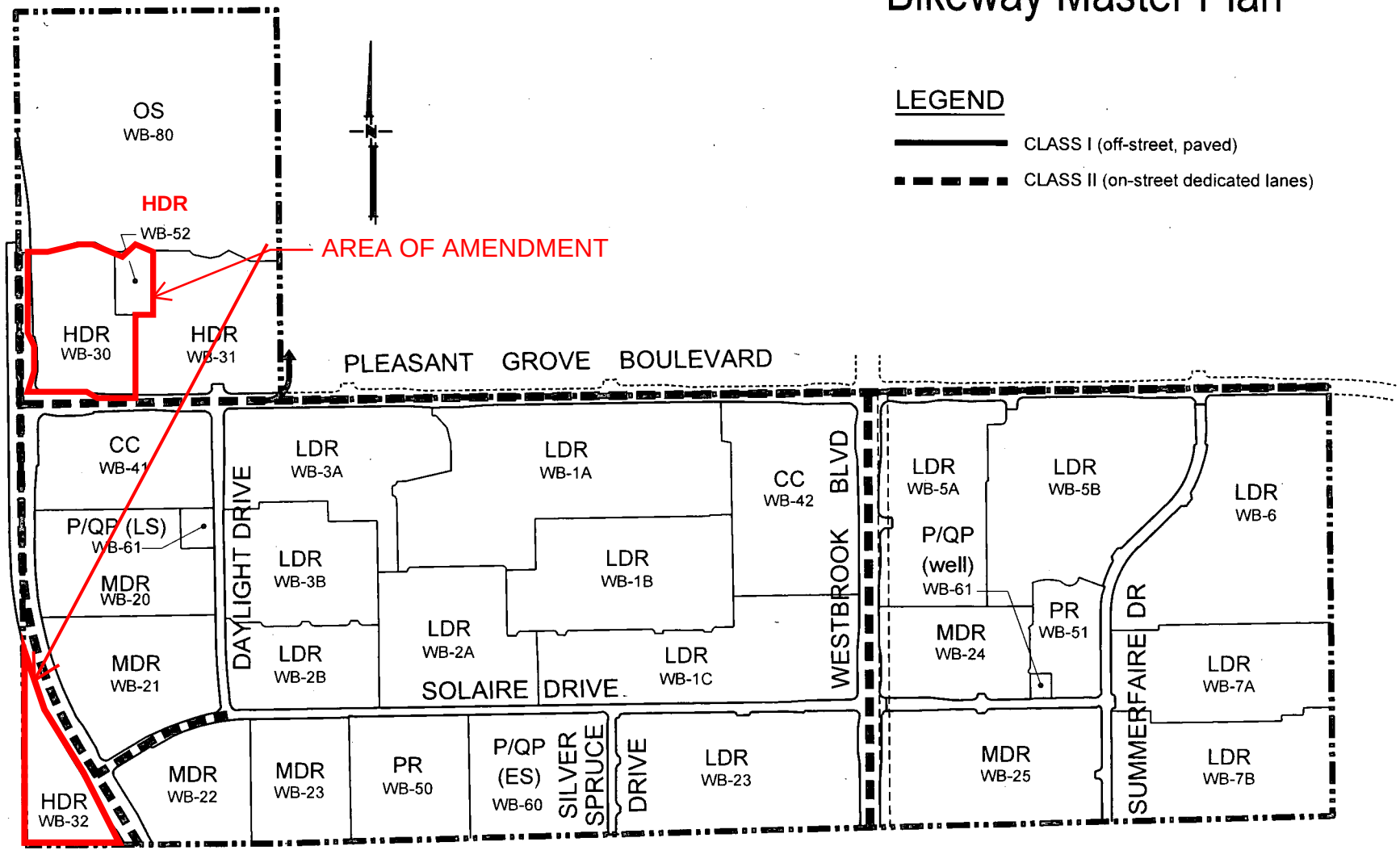


Exhibit X

Exhibit Y

Open Space Preserve Areas

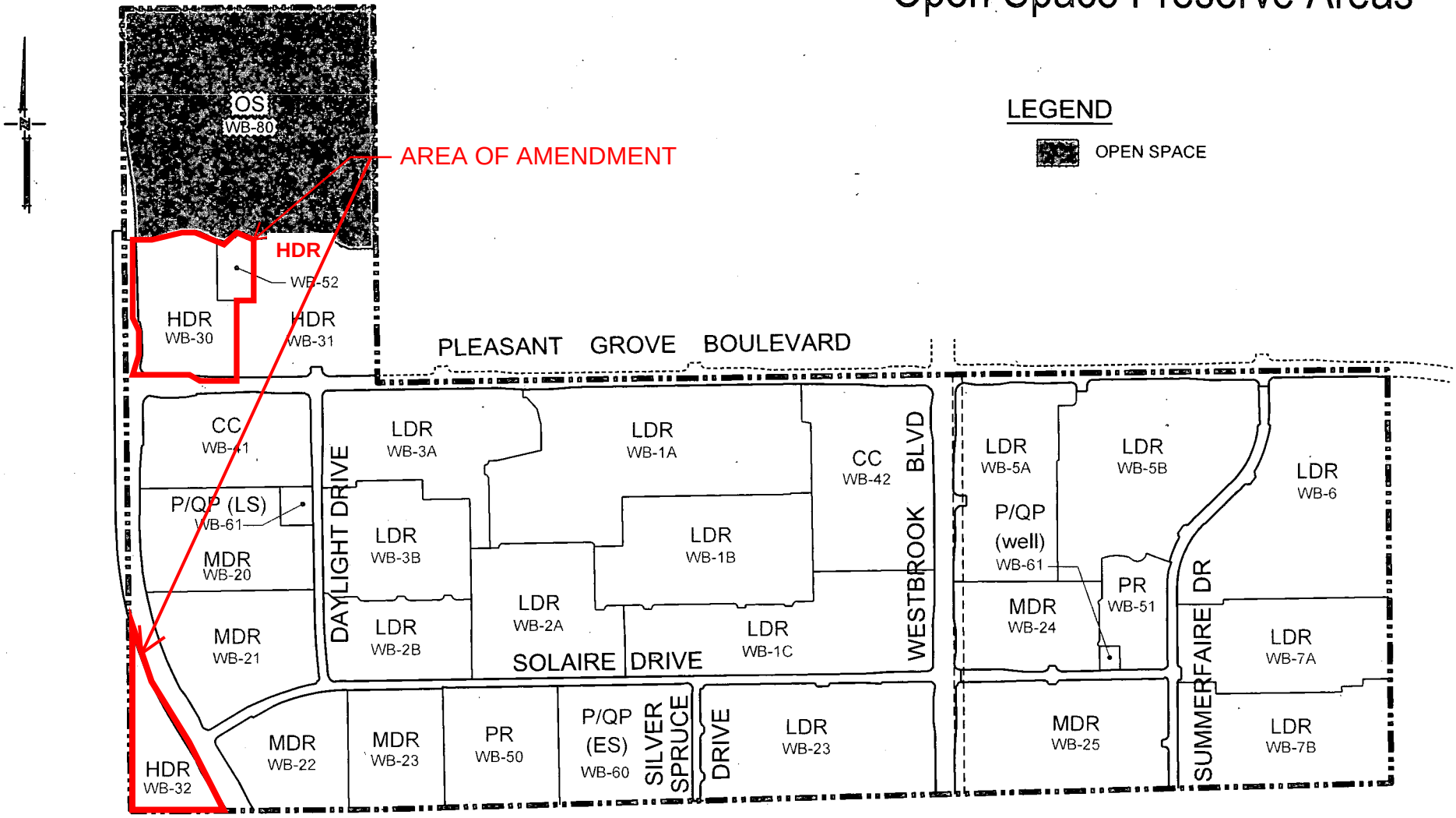


Exhibit Y

SIXTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

This Sixth Amendment of Development Agreement is entered into this ____ day of _____, 2023, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and FD34 DEVELOPMENT, LLC, a California limited liability company ("FD34" or "Landowner"), as Assignee of MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Mourier, Westpark Federico, LLC, a California limited liability company (Westpark Federico"), and the Federico-Tyler Family Limited Partnership ("Federico"), and City, entered into a Development Agreement (the "Original Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045943-00. The Original Development Agreement encompassed a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as more precisely defined in Exhibits "A" and "B" of the Original Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement, which, with all its various amendments, constitutes the "Development Agreement".

B. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista, LLC, a California limited liability company ("Westpark Sierra Vista") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California.

C. Westpark Sierra Vista, Mourier, Federico, and City entered into a First Amendment to the Development Agreement (the "First Amendment") which was approved by the City Council of City on December 20, 2017, and recorded on February 21, 2018, in the Official Records of Placer County as Document No. 2018-0010796-00.

D. Westpark Sierra Vista, Mourier, Federico, and City entered into the First Amendment relative to development within certain portion of the Property, as is more precisely defined in Exhibits "A" and "B" of the First Amendment.

E. Mourier and Federico assigned their interest in the Development Agreement with a respect to a portion of the Property to Westpark Sierra Vista in that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032322-00, in the Official Records of Placer County. The portion of the Property so assigned by Mourier and Federico to Westpark Sierra Vista was described in Exhibit "A" to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

F. Westpark Sierra Vista, as Assignee of Westpark Federico, and Federico-Tyler each assigned its interest in the Development Agreement with respect to a portion of the Property to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032321-00, in the Official Records of Placer County. The portion of the Property so assigned by Westpark Sierra Vista and Federico to Mourier was described in Exhibit "A" to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

G. Westpark Sierra Vista assigned its interest in the Development Agreement for a portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of June 3, 2019, and recorded June 4, 2019, as Document No. 2019-0037499-00, in the Official Records of Placer County.

H. On March 4, 2020, City approved the Second Amendment to the Development Agreement (the "Second Amendment") for a portion of the Property owned by Mourier. The Second Amendment was recorded on April 13, 2020, as Document No. 2020-0032961-00, in the Official Records of Placer County. The Original Development Agreement, the First Amendment, and the Second Amendment are hereinafter collectively referred to as the "Development Agreement."

I. On October 7, 2020, City approved the Third Amendment to the Development Agreement (the "Third Amendment") affecting certain portions of the Property (the "Third Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Third Amendment. The Third

Amendment was recorded on November 10, 2020, as Document No. 2020-0128930-00, in the Official Records of Placer County.

J. Westpark Sierra Vista assigned its interest in the Development Agreement for an additional portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated October 13, 2020, and recorded October 15, 2020, as Document No. 2020-0116422-00, in the Official Records of Placer County.

K. Mourier assigned a portion of its interest in the Development Agreement with respect to the Fourth Amendment Property (as defined below) to John Mourier Construction, Inc. ("JMC") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2021, and recorded January 15, 2021, as Document No. 2021-0005796-00 in the Official Records of Placer County, California.

L. On April 21, 2021, City approved the Fourth Amendment to the Development Agreement (the "Fourth Amendment") affecting certain portions of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fourth Amendment. The Fourth Amendment was recorded on July 1, 2021, as Document No. 2021-0085266-00 in the Official Records of Placer County, California.

M. On October 20, 2021, City approved the Fifth Amendment to the Development Agreement (the "Fifth Amendment" affecting certain portion of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fifth Amendment. The Fifth Amendment was recorded on December 17, 2021, as Document No. 2021-0152422-00 in the Official Records of Placer County, California.

N. Mourier assigned a portion of its interest in the Development Agreement with respect to the Sixth Amendment Property (as defined below) to FD34 pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2023, and recorded January 12, 2023, as Document No. 2023-0001667-00, in the Official Records of Placer County, California.

O. This Sixth Amendment to the Development Agreement (the "Sixth Amendment") affects a certain portion of the Property commonly known as SVSP Parcel FD-34 (the "Sixth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to this Sixth Amendment, and shall run

with the land described in Exhibits "A" and "B" hereto. This Sixth Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

P. Concurrent with its consideration of this Sixth Amendment, City is processing a fifty percent (50%) density bonus to allow development of an increase in High Density Residential units developed on Parcel FD-34 from the allocated 172 units to a total of 256 units, with a concurrent increase in the affordable housing obligation on Parcel FD-34 from 172 units affordable to low and very-low income households to 256 units affordable to very-low income households. City and Landowner wish to enter into this Sixth Amendment in order to provide for consistency with this land use approval for the Sixth Amendment Property.

Q. City and Landowner wish to enter into this Sixth Amendment in order to amend applicable provisions of the Development Agreement for the Sixth Amendment Property.

R. The Sixth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections of the Development Agreement are hereby amended as they pertain to the portion of the Property first assigned to Mourier and thereafter assigned to FD34:

a. REVISED SECTION 2.2. The summary table of Section 2.2 of the Development Agreement ("Vested Entitlements") as it relates to property originally assigned to Mourier is revised as follows:

"High Density Residential *522 units on 24.4 Net Acres;

*Parcel FD-34 includes 172 allocated HDR units plus a density bonus of 84 HDR units."

b. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Development Agreement is revised in its entirety to read as follows:

"2.6.2.1 Affordable Obligation. Landowner agrees that twoone

hundred and fifty-sixseventy-two (256172) affordable rental units will be reserved within the Sixth Amendment Property, including two hundred and fiftyeighty-six (2586) units for rental to very low income households and eighty-six (86) units for rental to low income households, as follows:

Parcel	Total Units in Parcel incl. density bonus	Total Affordable Unit Allocation including density bonus	Very Low Income Rental Units	Low Income Rental Units
FD-34	256172	256172	25686	086
Total	256172	256172	25686	086

c. NEW SECTION 2.6.2.5 Section 2.6.2.5 is added to the Development Agreement to read as follows:

"2.6.2.5 Welfare Exemption. City acknowledges that if Landowner undertakes the affordable project on Parcel FD-34, Landowner intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g), of the California Revenue and Taxation Code (the "Welfare Exemption"). Nothing in this Agreement shall prohibit Landowner from obtaining such Welfare Exemption, and the City agrees to provide all reasonable support and cooperation to Landowner in securing the Welfare Exemption."

d. EXHIBITS. The exhibits attached to this Sixth Amendment are for this Sixth Amendment only, as follows:

Exhibit A – Legal Description of Sixth Amendment Property
Exhibit B -- Plat of Sixth Amendment Property

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Sixth Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT. This Sixth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein, and is limited and applies only to development of the Sixth Amendment Property, and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including, without limitation, any other portion of the Property. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This Sixth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Sixth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023.

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

By:_____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

LANDOWNER:

FD34 DEVELOPMENT, LLC, a
California limited liability company

By:_____
Scott I. Canel
Its: Manager

EXHIBIT "A"
LEGAL DESCRIPTION of PARCEL FD-34 PROPERTY
SIXTH AMENDMENT PROPERTY

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lot 14 as said lot is shown and so designated on that certain final map entitled "Final Map of Sierra Vista – Federico Large Lot Subdivision No. PL15-0192", filed in Book EE of Maps, Page 6, Placer County Records.

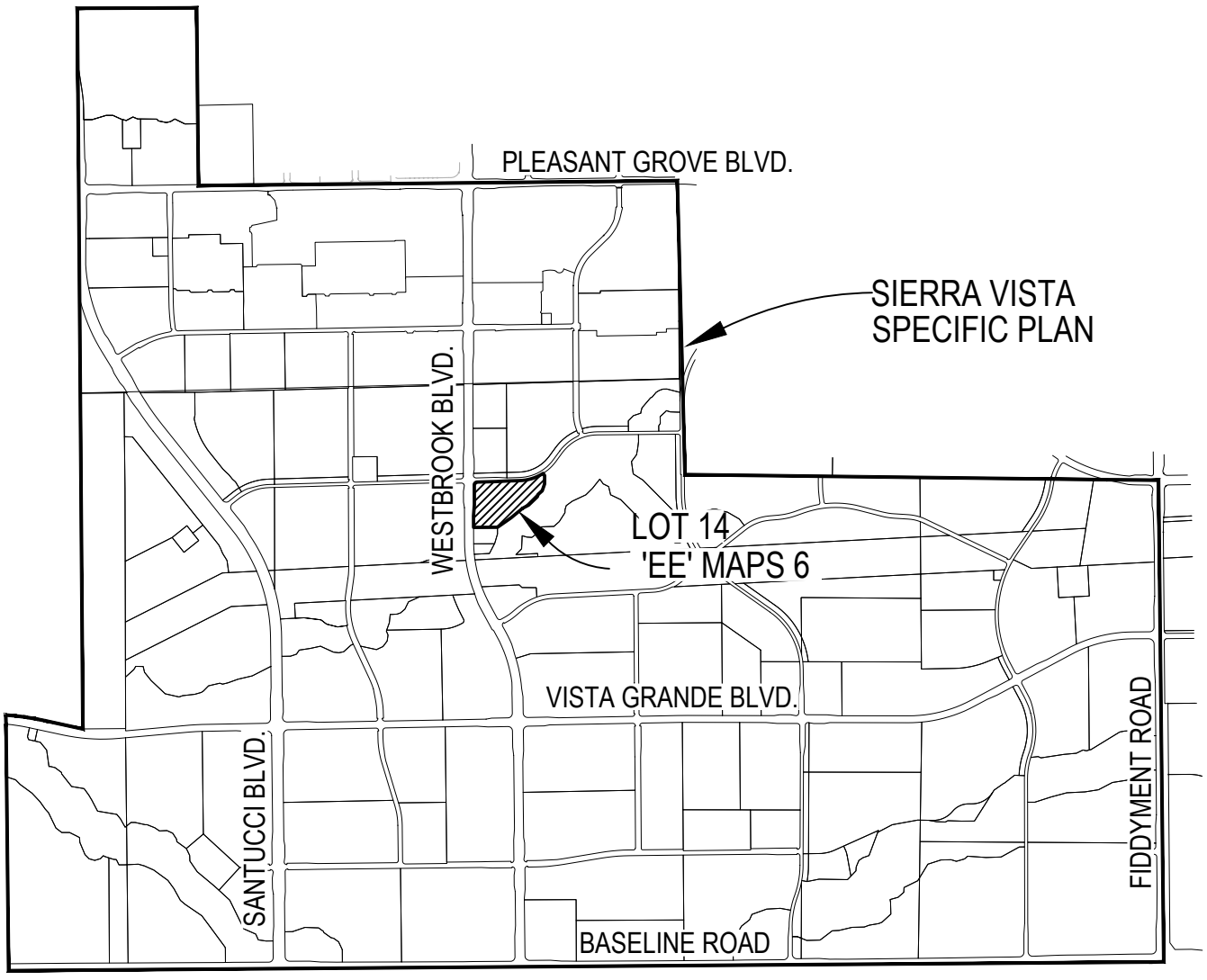


EXHIBIT 'B'

DIAGRAM OF THE SIXTH AMENDMENT PROPERTY

6th AMENDMENT TO DEVELOPMENT AGREEMENT
SIERRA VISTA SPECIFIC PLAN JULY 2023

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Roseville, CA 95678

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TENTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN

This Tenth Amendment of Development Agreement (the "Tenth Amendment") is entered into this _____ day of_____, 2023, by and between the **CITY OF ROSEVILLE**, a municipal corporation (hereinafter "City"), and **PINE ISLAND APARTMENTS, LLC**, an Indiana limited liability company (hereinafter "Landowner"), as successor in interest to **BBC ROSEVILLE OAKS, LLC**, an Illinois limited liability company (hereinafter "BBC"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. **Original Development Agreement.** On August 1, 1996, the City and Hewlett-Packard Company entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on August 16, 1996, as instrument No. 96-00047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

2. **First Amendment of Development Agreement.** On May 23, 2001, the City and Hewlett-Packard Company entered into that certain agreement entitled "First Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" ("First Amendment"). The First Amendment was recorded in the Official Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191.

3. **Subdivision of Hewlett-Packard Property.** Hewlett-Packard subdivided the Master Plan Property into four Parcels. Subsequent to that time, Hewlett-Packard transferred and/or sold the Parcels to other landowners. Therefore, there are multiple landowners with legal interest in the existing Development Agreement.

4. **Campus Oaks Master Plan.** On August 5, 2015, the City approved the Hewlett-Packard Campus Oaks Master Plan Amendment that amended the Master Plan for Parcel 1 and Parcel 4.

5. **Second Amendment of Development Agreement for Parcels 1 and 4.** On August 19, 2015, the City approved entering into a Second Amendment to the Development Agreement for Parcel 1 and Parcel 4 with Hewlett-Packard and BBC Roseville Oaks, LLC. The Second Amendment was recorded in the Official Records of Placer County on August 21, 2015, as Instrument No. 2015-0073371.

6. **Third Amendment of Development Agreement for Parcel 1.** On August 19, 2015, the City approved entering into a Third Amendment to the Development Agreement for Parcel 1 with Hewlett-Packard. The Third Amendment was recorded in the Official Records of Placer County on September 16, 2015, as Instrument No. 2015-0081192, and was not applicable to Parcel 4.

7. **Fourth Amendment of Development Agreement for Parcel 4.** On August 19, 2015, the City approved entering into a Fourth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fourth Amendment was recorded in the Official Records of Placer County on September 16, 2015, as Instrument No. 2015-0081193.

8. **Fifth Amendment of Development Agreement for Parcel 4.** On October 7, 2016, the City approved entering into a Fifth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fifth Amendment was recorded in the Official Records of Placer County on October 17, 2016, as Instrument No. 2016-0088960.

9. **Sixth Amendment of Development Agreement for Parcel 3.** On May 18, 2017, the City approved entering into a Sixth Amendment to the Development Agreement for Parcel 3 with Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, and Quality Investment Properties Roseville Land Company, LLC. The Sixth Amendment was recorded in the Official Records of Placer County on May 26, 2017, as Instrument No. 2017-0038715, and was not applicable to Parcel 4.

10. **Seventh Amendment of Development Agreement for Parcel 4.** On January 18, 2019, the City approved entering into a Seventh Amendment to the Development Agreement with BBC Roseville Oaks, LLC, for the portion of Parcel 4 planned for commercial development. The Seventh Amendment was recorded in the Official Records of Placer County on January 23, 2019, as Instrument No. 2019-0003961.

11. **Eighth Amendment of Development Agreement for Parcel 2.** On December 4, 2019, the City approved entering into an Eighth Amendment to the Development Agreement for

Parcel 2 with R10 Foothill, LLC. The Eighth Amendment was recorded in the Official Records of Placer County on January 13, 2020, as Instrument No. 2020-0002586, and was not applicable to Parcel 4.

12. **Ninth Amendment of Development Agreement for Parcel 4.** On June 3, 2020, the City approved entering into a Ninth Amendment to the Development Agreement for a portion of Parcel 4 (the "Campus Oaks South Property") with BBC. The Ninth Amendment was recorded in the Official Records of Placer County on July 6, 2020, as Instrument No 2020-0066871-00.

13. **Campus Oaks Property Subject to Tenth Amendment.** The subject of this Tenth Amendment is the development of Campus Oaks Parcel CO-52, as more particularly described in **Exhibit 1** attached and incorporated hereto and diagrammed in **Exhibit 2** also attached and incorporated hereto (herein, the "Parcel CO-52 Property"). Landowner represents that it owns all of the Parcel CO-52 Property in fee and that all other persons holding legal or equitable interests in Parcel CO-52 shall be bound by this Tenth Amendment. The Original Development Agreement, as amended by the First through Tenth Amendments, shall be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have meanings ascribed thereto in the Development Agreement unless otherwise provided herein. All references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

14. **Purpose of Amendment.** The purpose of this Tenth Amendment is to reflect the modification of the land use and zoning for Parcel CO-52 from Tech Park/Business Park to High Density Residential, with an allocation of 285 High Density Residential units to Parcel CO-52, consistent with the amendments to the General Plan, Master Plan and zoning approved by the City as described below.

15. **Amendments to Master Plan for Campus Oaks Property.** In connection with Landowner's land use entitlements for Parcel CO-52, Landowner has prepared and processed with the City, and the City has approved as provided below, certain amendments to the Hewlett-Packard Campus Oaks Master Plan for the Campus Oaks Property (the "Fourth Amended HPCO Master Plan"). The purpose of this Tenth Amendment is to amend the Development Agreement and the Entitlements vested thereby, including incorporating the Fourth Amended HPCO Master Plan as part of the Revised Entitlements described herein, as applied to development of the Parcel CO-52 Property, to facilitate the planned development of the Parcel CO-52 Property.

16. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to the property which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows amendments to the Development Agreement that affect less than the entire Master Plan Area to be approved by the owner(s) in fee of the portions of the Master Plan Area that is subject to or affected by such amendment. In accordance with Section 1.4 of

the Development Agreement, Landowner proposes hereby to amend the terms and conditions for development only as to the Parcel CO-52 Property described in **Exhibit 1** attached hereto, which amendments are limited to the Parcel CO-52 Property, do not impose any new burdens or obligations on any other property in the Master Plan Area, and do not affect or impair the development rights of any other properties within the Master Plan Area.

17. **Hearing.** On _____, 2023, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, following a duly noticed and conducted public hearing, considered this Tenth Amendment and recommended that the City Council approve this Tenth Amendment for the Parcel CO-52 Property.

18. **Environmental Review.** On August 5, 2015, in connection with its approval of the Second and Fourth Amendments to the Development Agreement, the City Council adopted the Addendum to the Plan FEIR (the "First Addendum") for development of the residential, business professional, commercial, light industrial (tech/business park), park, open space and public/quasi-public uses within the Campus Oaks Property consistent with the Entitlements vested by the Development Agreement. An Initial Study prepared in support of the First Addendum identified mitigation measures to reduce environmental impacts which were incorporated into the Amended Master Plan for the Campus Oaks Property and in the terms and conditions of the Development Agreement, which continue to apply, as applicable, to the development of the Campus Oaks Property.

On August 17, 2016, in connection with its approval of the First Amended HPCO Master Plan and the Fifth Amendment, the City Council adopted the Second Addendum to the Plan FEIR (the "Second Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in support of the Second Addendum identified no new environmental impacts and accordingly no additional mitigation measures were required.

On December 5, 2018, in connection with its approval of the Second Amended HPCO Master Plan and the Seventh Amendment, the City Council considered the Third Addendum to the Plan FEIR (the "Third Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in support of the Third Addendum identified no new environmental impacts and accordingly no additional mitigation measures were required.

On May 20, 2020, in connection with its approval of the Third Amended HPCO Master Plan and the Ninth Amendment, the City Council considered the Fourth Addendum to the Plan FEIR (the "Fourth Addendum") for development of the Campus Oaks South Property consistent with the reconfigured land uses approved for the Campus Oaks South Property. An Initial Study prepared in support of the Fourth Addendum identified no new environmental impacts and accordingly no additional mitigation measures were required.

On _____, 2023, in connection with its approval of the Fourth Amended HPCO Master Plan and this Tenth Amendment, the City Council considered the Fifth Addendum to the Plan

FEIR (the "Fifth Addendum") for development of the Parcel CO-52 Property consistent with the amended land use and zoning approved for the Parcel CO-52 Property. An Initial Study prepared in support of the Fifth Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

19. **No New Impacts Associated with Approval of Amendment.** The City Council has determined that the adoption of this Tenth Amendment involves no new impacts not considered in the Plan FEIR and Addenda described above; therefore, no further environmental documents relating to the adoption of this Tenth Amendment are required.

20. **Development Agreement Ordinance.** City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Chapter 19.84 of the Roseville Municipal Code. This Tenth Amendment, to the extent it amends and affects the terms of the Development Agreement for the Parcel CO-52 Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

21. **Consistency with Amended General Plan and Amended HPCO Master Plan.** Having duly examined and considered this Tenth Amendment and the Revised Entitlements to be vested hereby, and having held properly noticed public hearings hereon, City finds and declares that this Tenth Amendment is consistent with the Amended General Plan of the City of Roseville and the HPCO Master Plan, as amended by the First, Second, Third and Fourth Amendments thereto.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of Development Agreement.** The following sections of the Development Agreement for the Parcel CO-52 Property are hereby amended as follows:

a. Revised Section 2.2 (Vested Entitlements). The land use acreage allocation set forth in Section 2.2 of the Development Agreement, as applied to the Parcel CO-52 Property, is hereby revised to read as follows:

"**2.2 Vested Entitlements.** Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property:

Low/Med Density Residential	78.65 acres/552 units
High Density Residential	35.49~~17.84~~ acres/681~~396~~ units*
Commercial/Retail	29.68 acres/240,000 sq.ft.
Light Industrial (Tech Park/Business Park)	15.20~~32.85~~ acres~~32.85~~/153030~~30~~0,000 sq.ft.
Parks	11.12 acres
Paseos	3.67 acres
Open Space	1.70 acres

Fire Station/Well Site (P/QP)	2.47 acres
Roads	10.7 acres
TOTAL	188.68 acres

*City required obligation to develop 50 percent of the 285 units allocated to Parcel CO-52 for low-income households (for a total obligation of 143 low-income units) due to the change in land use designation and zoning for Parcel CO-52 to HDR and R3 is being transferred to Sierra Vista Specific Plan Parcels WB-30 and WB-32.

all as set forth in **Exhibit B**. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Parcel CO-52 Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Parcel CO-52 Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Parcel CO-52 Property have not been reached and further provided Landowner is not in default under this Agreement.

"For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the intensity Thresholds for the planned High Density Residential uses for Parcel CO-52 and the Light Industrial (Tech Park/Business Park) uses described for Parcels CO-51 and CO-52 of the Campus Oaks Property in the Master Plan are as follows:

Property	**Gross Sq. Ft. or HDR units**	**Water** *(Max Daily Demand)*	**Sewer** *(Max Daily Flow)*	**Electric** *(Peak Annual Demand)*	**Traffic** *(PM Peak Hour Trips)*
CO Parcels 51 and 52	30150,000	0.07917 mgd	0.026 mgd	0.932.02 MW	145291
CO Parcel 52	285 units	0.101 mgd	0.074 mgd	1.00 MW	165
CO 51 & 52	150,000/285 units	0.180 mgd	0.100 mgd	1.93 MW	310

"Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the Addendum, nothing in this Agreement or the Entitlements vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner acknowledges and agrees that the

uses described in the Master Plan for the other properties within the Master Plan Area are compatible with the vested uses planned for development of the Campus Oaks Property.

"Landowner acknowledges that it shall have no right to seek to amend the zoning of the portion of the Campus Oaks Property identified on **Exhibit B** as Parcel~~s~~ CO-51 ~~and CO-52~~ from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of this Fourth Amendment."

2. **Exhibits.** The following Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement with respect to the Parcel CO-52 Property. Accordingly, all references to the applicable Exhibits in the Development Agreement with respect to the Parcel CO-52 Property, as amended hereby, shall mean and refer to the corresponding Revised Exhibits below:

Exhibit 1 -- Legal Description of Parcel CO-52 Property

Exhibit 2 -- Land Use Map of Parcel CO-52 Property

Exhibit B -- Land Use Map of Property/Phasing (land use change for CO-52 only)

Exhibit B-1 – Affordable Housing Sites (land use change for CO-52 only)

3. **Consistency with General Plan.** The City hereby finds and determines that execution of this Tenth Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. **Amendment Limited to Parcel CO-52 Property.** This Tenth Amendment is limited to and applies only to development of the Parcel CO-52 Property and does not affect or apply in any manner with respect to the development of any other property within the Master Plan Area, including without limitation, any other portion of the Campus Oaks Property.

5. **Amendment; Balance of Development Agreement In Full Force.** This Tenth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Tenth Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

6. **Form of Amendment; Execution in Counterparts.** This Tenth Amendment is executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____ adopted by the Council of the City of Roseville on the ____ day of _____, 2023.

CITY: **LANDOWNER:**

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey, City Manager

PINE ISLAND APARTMENTS, LLC,
an Indiana limited liability company

By:_____
Name: Scott I. Canel
Title: Manager

ATTEST:

_____
Carmen Avalos, City Clerk

APPROVED AS TO FORM:

_____
Michelle Sheidenberger, City Attorney

APPROVED AS TO SUBSTANCE:

_____
Mike Isom, Development Services 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 _____

County of _____

On _____, 2023, before me, _____
(Here insert Name and Title of Officer)

personally appeared _____,
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.

_____
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

EXHIBIT "1"
LEGAL DESCRIPTION of PARCEL CO-52 PROPERTY

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lot 11 as said lot is shown and so designated on that certain final map entitled "Large Lot Final Map Campus Oaks Subdivision No. PL14-0373", filed in Book DD of Maps, Page 4.7, Placer County Records.

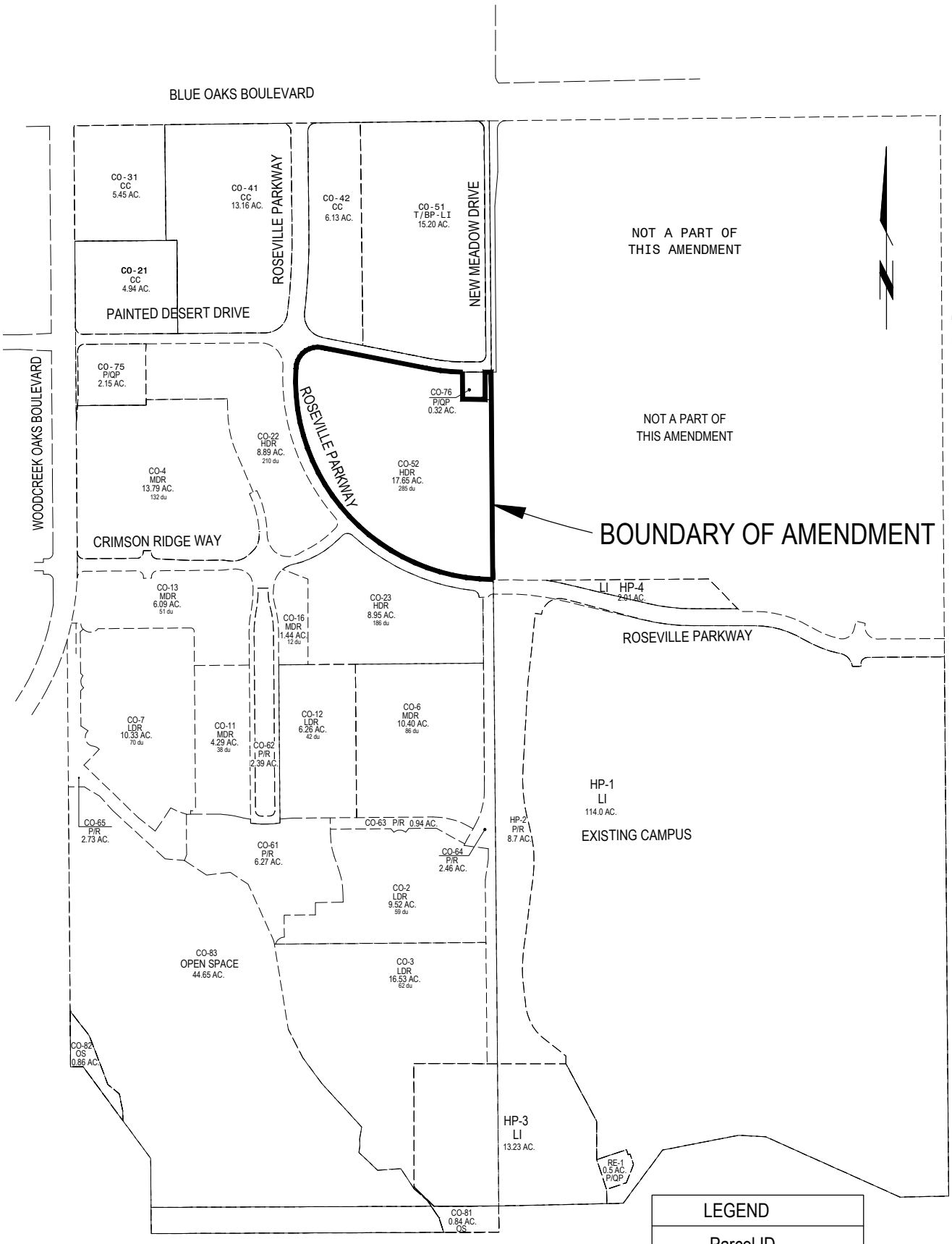

EXHIBIT 2

LAND USE MAP OF PARCEL CO-52 PROPERTY

10th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS SUBJECT PROPERTY JULY 2023

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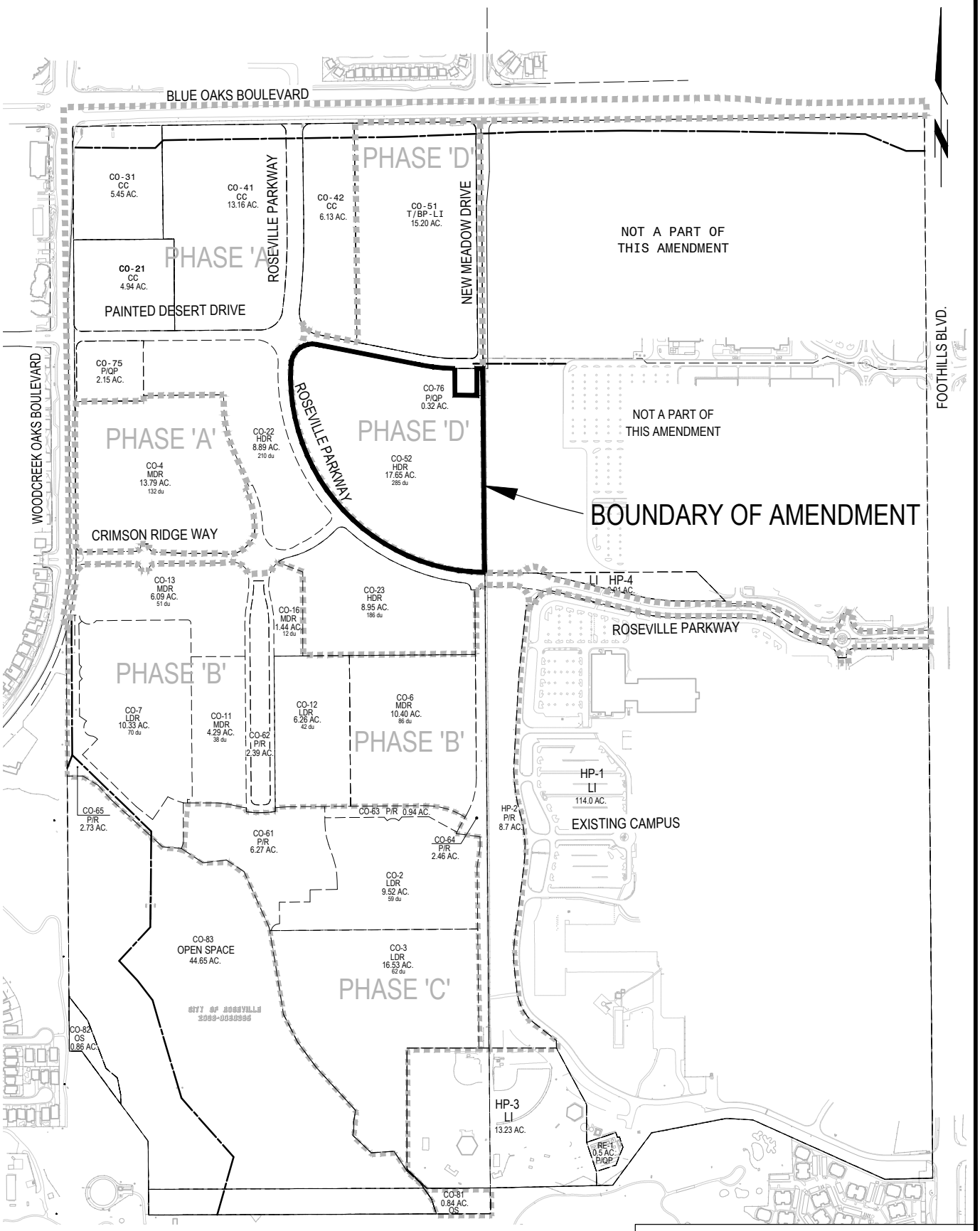

EXHIBIT "B"

LAND USES OF PROPERTY/PHASING

LEGEND

PHASE LINE

10th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS SUBJECT PROPERTY JULY 2023

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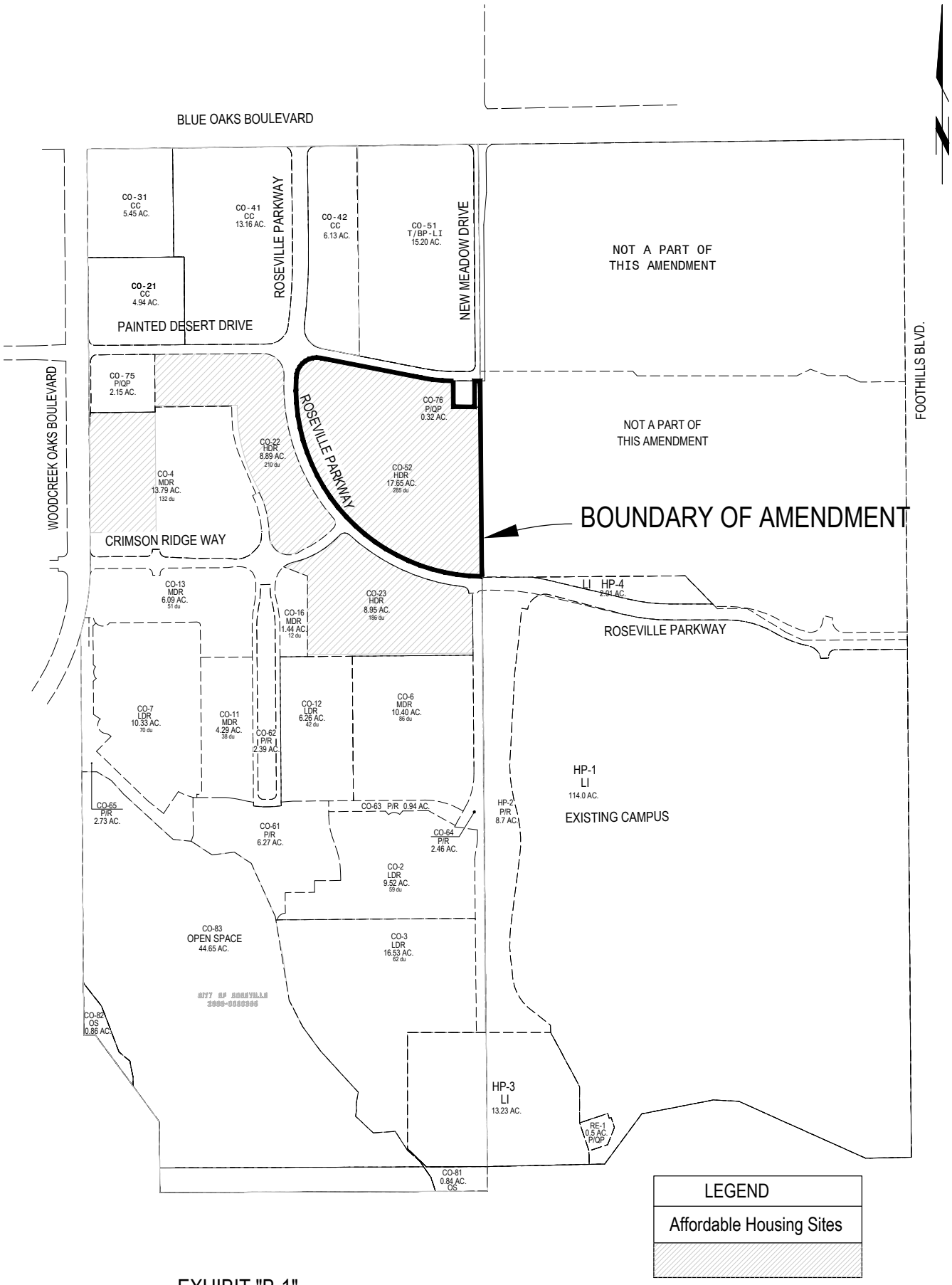

EXHIBIT "B-1"

AFFORDABLE HOUSING SITES

10th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS SUBJECT PROPERTY JULY 2023

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CC EXHIBIT A

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION
311 Vernon St, Roseville, CA 95678 (916) 774-5276

CAMPUS OAKS AND SIERRA VISTA LAND USE AMENDMENTS PROJECT IN WESTERN ROSEVILLE

COMBINED CEQA DOCUMENT

5th ADDENDUM TO THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 95112022, CERTIFIED ON JUNE 5, 1996)
&
12th ADDENDUM TO THE SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2008032115, CERTIFIED ON MAY 5, 2010)

Project Title/File Number:	Campus Oaks and Sierra Vista Land Use Amendments Project in Western Roseville (File No. PL23-0064)
Project Locations:	Campus Oaks Master Plan Area, 401 Roseville Parkway: • Parcel CO-52 (APN 481-260-036-000) Sierra Vista Specific Plan Area, 3380 Pleasant Grove Boulevard, 4201 Santucci Boulevard, and 1600 Westbrook Boulevard: • Parcel WB-30 (APN 496-100-027-000) • Parcel WB-32 (APN 496-100-034-000) • Parcel WB-52 (APN 496-100-028-000) • Parcel FD-34 (APN 498-020-014-000)
Project Applicant:	Greg Bardini, Morton & Pitalo, Inc.
Property Owners:	Pine Island Apartments, LLC and FD34 Development LLC Contact: Scott Canel
Lead Agency Contact:	Kinarik Shallow, Associate Planner, (916) 746-1309
Date:	August 16, 2023

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- **Document Description**

Project Description
- **Proposed General Plan/Campus Oaks Master Plan Amendments**
- **Proposed General Plan/Sierra Vista Specific Plan Amendments**

5th Addendum to the Hewlett-Packard Campus Oaks Master Plan EIR
- **Description of Proposed General Plan/Campus Oaks Master Plan Amendments**
- **Purpose and Scope of Addendum**
- **Other Environmental Documents Relied Upon**
- **Explanation of Environmental Checklist**
- **Environmental Checklist**
- **Environmental Determination**

12th Addendum to the Sierra Vista Specific Plan EIR
- **Description of Proposed General Plan/Sierra Vista Specific Plan Amendments**
- **Purpose and Scope of Addendum**
- **Other Environmental Documents Relied Upon**
- **Explanation of Environmental Checklist**
- **Environmental Checklist**
- **Environmental Determination**

Cumulative Considerations
- **Methodology**
- **Environmental Issue Areas Excluded from this Assessment**
- **Cumulative Assessment and Conclusions**

Conclusions and Findings

Attachments
- **Attachment A (*Combined CEQA Document*)—Air Quality and Greenhouse Gas Emissions Assessment for the Campus Oaks and Sierra Vista Land Use Amendments Project (Raney Planning & Management, August 2023)**
- **Attachment B (*Combined CEQA Document*)—Transportation Impact Analysis for Rezoning of Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan (Fehr & Peers, July 2023)**
- **Attachment C (*Combined CEQA Document*)—General Plan Amendment Water, Sewer and Drainage Demands (Morton & Pitalo, May 2023)**
- **Attachment D (*Combined CEQA Document*)—List of Applicable Mitigation Measures**

INTRODUCTION (*Combined CEQA Document*)

The City of Roseville (City) has prepared this environmental analysis document in accordance with the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) and the Guidelines for Implementation of CEQA ("CEQA Guidelines") (Cal. Code Regs., tit. 14, § 15000 et seq.). The proposed Campus Oaks and Sierra Vista Land Use Amendments Project in Western Roseville ("Proposed Project" or "Project") includes a series of related actions within two distinct planning areas in the western portion of the City: the Hewlett-Packard Campus Oaks Master Plan (COMP) area; and the Sierra Vista Specific Plan (SVSP) area.

Within the COMP area, the project includes a General Plan (GP) amendment, a COMP amendment, and a rezone on Parcel CO-52 to change the land use from Tech Park/Business Professional – Light Industrial to High-Density Residential and to change the zoning from Industrial/Business Park to Multi-Family Housing, (with some new units allocated as Low-Income Units), and both a Major Project Permit (MPP) Stage 1 Modification and an amendment to the applicable Development Agreement (DA) that reflect these proposed changes.

Within the SVSP area, the Project would make various changes affecting Parcels WB-30, WB-32, WB-52, and FD-34. Specifically, the Project includes density bonuses and changes to the affordable housing obligations on Parcels WB-30, WB-32, and FD-34. The Project also includes a GP amendment and rezone on Parcel WB-52 to change the land use from Park and Recreation to High-Density Residential and to change the zoning to Multi-Family Housing. The Project would require amendments to the SVSP and the applicable DAs reflecting these proposed changes. Additionally, City Council would abandon a public access easement across Parcel WB-30. A detailed description follows in the Project Description section.

CEQA generally requires that all state and local government agencies consider the environmental consequences of a proposed project over which they have discretionary authority, in a single environmental document, prior to taking action to approve such a project. CEQA defines a "project" as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" (CEQA Guidelines, § 15378(a)). This broad definition is intended to provide the maximum protection of the environment (see *McQueen v. Board of Directors of the Mid-peninsula Regional Open Space Dist.* (1988) 202 Cal.App.3d 1136, 1143). Thus, even if a project consists of more than one project site, or if a lead agency needs to grant more than one approval for a project, a unified CEQA document should be prepared to avoid performing "piecemeal" review. "The prohibition against piecemeal review is flip side of the requirement that the whole of a project be reviewed under CEQA" (see *Lighthouse Field Beach Rescue v. City of Santa Cruz* (2005) 131 Cal.App.4th 1170, 1208).

Here, the Applicant proposes a project that, amongst other things, would create an obligation for the development of Low-Income Housing[1] on one parcel in the COMP area and then transfer that obligation to parcels in the SVSP area. These actions are inextricably related. In addition, all parcels are owned by the Applicant and shall remain under the Applicant's ownership for the foreseeable future. Accordingly, to ensure that "the whole of an action" (CEQA Guidelines, § 15378(a)) is adequately reviewed pursuant to CEQA, the City has chosen to

[1] Low-Income Units will be made available to individuals making no more than 80 percent of the average median income (AMI); and Very-Low-Income Units will be made available to individuals making no more than 50 percent AMI, pursuant to income limits established by the California Department of Housing and Community Development (HCD) and the U.S. Department of Housing and Urban Development.

evaluate these closely related proposed actions in a single combined environmental review document[2] (explained more below).

The Combined CEQA Document—Explanation and Description

The Proposed Project (described in detail below) consists of two primary components: (i) the Proposed GP/COMP Amendments, including rezoning, MPP Stage 1 Modification, and DA amendment for Parcel CO-52; and (ii) the Proposed GP/SVSP Amendments, including rezoning for Parcel WB-52, density bonuses (see Gov. Code, § 65915 et. seq.)[3] and changed affordable housing obligations for Parcels WB-30, WB-32, and FD-34, and DA amendments for all parcels. Each component requires different City approvals and entitlements and, therefore, requires individualized CEQA analysis that is based on its site location and the previous planning conducted for that site and area. To comply with CEQA's requirement to prepare a single environmental review document for "the whole of an action" (CEQA Guidelines, § 15378(a)), however, the City has elected to prepare a combined environmental document ("Combined CEQA Document") that treats these two actions in two separate planning areas as a single combined project in order to avoid performing piecemeal review.

Both project areas—the COMP area and the SVSP area—have undergone environmental analysis in prior CEQA documents. For the COMP area, an environmental impact report (EIR) was prepared in 1996 (COMP EIR), followed by several CEQA addenda for subsequent projects that included COMP amendments. For the SVSP area, an EIR was prepared in 2010 (SVSP EIR), which included project-level review of most of the SVSP area and program-level review of the area now known as the Westbrook portion of the SVSP area. A subsequent project-level mitigated negative declaration (MND) was prepared in 2012 for the Westbrook area (WSP MND). Several addenda to those CEQA documents have been prepared for subsequent projects that included SVSP amendments. The City also certified an EIR in 2020 that addressed the GP 2035 Update (GP EIR).

As a result of this myriad of prior CEQA review documents, both Project components can be analyzed pursuant to CEQA Guidelines Sections 15162 and 15164, in separate addenda—one to the COMP EIR, and one to the SVSP EIR (inclusive of the WSP MND). Addenda are appropriate here because, as the environmental checklists prepared for the Combined CEQA Document demonstrate, none of the conditions calling for the preparation of subsequent or supplemental EIRs or other subsequent CEQA documents are present. Both addenda, although parts of the Combined CEQA Document, have been prepared as stand-alone documents based on the City's standard addendum checklist, as the two planning areas have distinct environmental and planning constraints that are better analyzed separately. Combining CEQA analysis of these different (but interrelated) actions located in separate planning areas into one checklist would make the document unnecessarily challenging to understand

[2] See *Neighbors of Cavitt Ranch v. County of Placer* (2003) 106 Cal.App.4th 1092, 1103 ("At worst, the inclusion of [two distinct project] elements in a single [CEQA document] result[s] in too much information regarding environmental effects, not too little. We therefore conclude [the lead agency] did not violate CEQA...").

[3] "The Density Bonus Law incentivizes the construction of affordable housing by allowing a developer to add additional housing units to a project beyond the zoned capacity and secure other 'incentives' in exchange for a commitment from the developer to include deed-restricted affordable units in the project. When a developer meets the requirements of the Density Bonus Law, a local government is obligated to permit increased building density, grant incentives, and waive any conflicting local development standards unless certain limited exceptions apply" (*Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755, 762–763). "Although application of the statute can be complicated, its aim is fairly simple: When a developer agrees to construct a certain percentage of the units in a housing development for low- or very-low-income households, or to construct a senior citizen housing development, the city or county must grant the developer one or more itemized concessions and a 'density bonus,' which allows the developer to increase the density of the development by a certain percentage above the maximum allowable limit under local zoning law. In other words, the Density Bonus Law 'reward[s] a developer who agrees to build a certain percentage of low-income housing with the opportunity to build more residences than would otherwise be permitted by the applicable local regulations.' When a developer agrees to include a specified percentage of affordable housing in a project, the Density Bonus Law grants that developer (1) a 'density bonus'; (2) 'incentives and concessions'; (3) 'waivers or reductions of 'development standards'; and (4) prescribed 'parking ratios'" (*id*. at p. 769 [internal quotation marks and citations omitted]).

and would be overly cumbersome, and likely unclear (see Pub. Resources Code, § 21003(b) [CEQA documents should "be organized and written in a manner that will be meaningful and useful to decision makers and to the public"]; see also CEQA Guidelines, § 15006(o)–(q) [strategies for reducing paperwork]). Also, analytical integration may not allow the City to properly use prior planning efforts and commensurate tools that CEQA encourages agencies to use (see, e.g., CEQA Guidelines, § 15164(a) [addenda to EIRs]). But, as explained above, these two addenda are united in this Combined CEQA Document to ensure full compliance with CEQA.

The City has previously employed this combined environmental document approach for interrelated actions in different planning areas, in a practical and good-faith effort to avoid performing piecemeal review (applicable here), and to balance the requirements of CEQA and the mandates of the Housing Crisis Act of 2019 ("Senate Bill 330") (Gov. Code, § 66300 et seq., added by Stats. 2019, ch. 654, § 13) (inapplicable here). This approach has successfully allowed the City to thoroughly contextualize and adequately consider multiple interrelated planning actions under its preexisting approval and entitlement processes and procedures, while also producing reader-friendly CEQA documents.

In addition to the 5th Addendum to the COMP EIR and the 12th Addendum to the SVSP EIR (combined with the WSP MND), this Combined CEQA Document includes this Introduction, a Project Description for the combined Proposed Project, an analysis of the cumulative impacts of Project components, and overall conclusions and findings. A complete Table of Contents for this Combined CEQA Document is provided above.

PROJECT DESCRIPTION (*Combined CEQA Document*)

The Proposed Project consists of two primary components: (i) the Proposed GP/COMP Amendments, including rezoning, MPP Stage 1 Modification, and DA amendment for Parcel CO-52; and (ii) the Proposed GP/SVSP Amendments, including rezoning for Parcel WB-52, density bonuses and changed affordable housing obligations for Parcels WB-30, WB-32, and FD-34, and DA amendments for all parcels (described individually in detail below). As a result of density bonuses, the Proposed Project will result in an increase in housing density and in the amount of Very-Low-Income and Low-Income Units within the City.

The table below shows the density and unit changes that would occur under the Proposed Project, including the transferred obligation to provide affordable units, in both planning areas:

Parcel	Density (units/acre)		Currently Allocated Units			Proposed Units				
	Existing	Proposed	Total	Very-Low	Low	Base Units	Density Bonus	Total	Very-Low	Low
CO-52	0	16.1	0	0	0	285	N/A	285	0	(143)*
WB-30	29.4	44.0	237	68	169	237	118	355	0	355
WB-32	25	37.6	128	92	36	128	64	192	0	192
WB-52	N/A	N/A	N/A	N/A	N/A	0	N/A	0	0	0
FD-34	24.4	36.4	172	86	86	172	84	256	256	0
UNIT TOTALS			**537**	**246**	**291**	**822**	**266**	**1,088**	**256**	**547**
NET CHANGE								**+551**	**+10**	**+256**

***The obligation to provide these Low-Income Units will be transferred from Parcel CO-52 to Parcels WB-30 and WB-32.

The main purpose and goal of the Proposed Project is to respond to City and regional need for additional housing, particularly for low-income and very-low-income households, and to provide that housing within a reasonable time frame and without relying on City tax-payer funded subsidies. Importantly, the Proposed Project would result in an increase in the total number of residential units, including affordable units, thereby helping the City to fulfill its share of the Regional Housing Needs Allocation (RHNA), as determined by Sacramento Area Council of Governments (SACOG) and approved by the California Department of Housing and Community Development (HCD). In total, the Project will result in an increase of 551 high-density residential units, including 266 affordable high-density units (10 additional Very-Low-Income Units and 256 additional Low-Income Units) within the City.

Proposed General Plan/Campus Oaks Master Plan Amendments

Parcel CO-52 (17.65 acres): In the COMP area, Parcel CO-52 is currently designated as T/BP LI (Tech Park/Business Professional – Light Industrial) and zoned as MP/SA (Industrial/Business Park/Special Area). The Applicant proposes to redesignate the parcel to HDR (High-Density Residential) in the GP and in the COMP and to rezone it to R3 (Multi-Family Housing), allocating 285 new housing units to the parcel in the COMP, of which 143 would be deed-restricted Low-Income Units. The obligation to develop the 143 Low-Income Units would then be transferred to Parcels WB-30 and WB-32 in the SVSP Area (discussed below). In addition to the GP amendment, COMP amendment, and rezone, the Project would require both a MPP Stage 1 Modification and a 10th amendment to the Hewlett-Packard Campus Oaks DA to reflect these changes.

Proposed General Plan/Sierra Vista Specific Plan Amendments

In the SVSP area, on Parcels WB-30, WB-32, WB-52, and FD-34, the Applicant proposes the following:

- Parcel WB-30 (8.06 acres): This parcel is currently designated/zoned as HDR/R3 with a total unit allocation of 237 residential units, and is currently allocated 68 Very-Low-Income Units and 169 Low-Income Units under the SVSP. There is a 20-foot public access easement across this parcel extending from Pleasant Grove Boulevard to Parcel WB-52. The Applicant proposes to add 118 new units (all Low-Income Units), using an allowable-by-right State density bonus (see footnote 1), and to convert all currently allocated Very-Low-Income Units to Low-Income Units (transferring the obligation to provide 68 Very-Low-Income Units to Parcel FD-34), for a total of 355 Low-Income Units on the parcel, which would be restricted for use by senior citizens. This action will require a 3rd Amendment to the Westbrook DA to change the mix of affordable units obligated on the site and to document the number of high-density residential units allocated to the parcel via density bonus. Additionally, the City Council would abandon the public access easement over this parcel in connection with the proposed changes to allow future development of the area encompassed by Parcel WB-52 for private recreational facilities, rather than as a public neighborhood park (discussed below). No redesignation or rezone is required for this parcel.

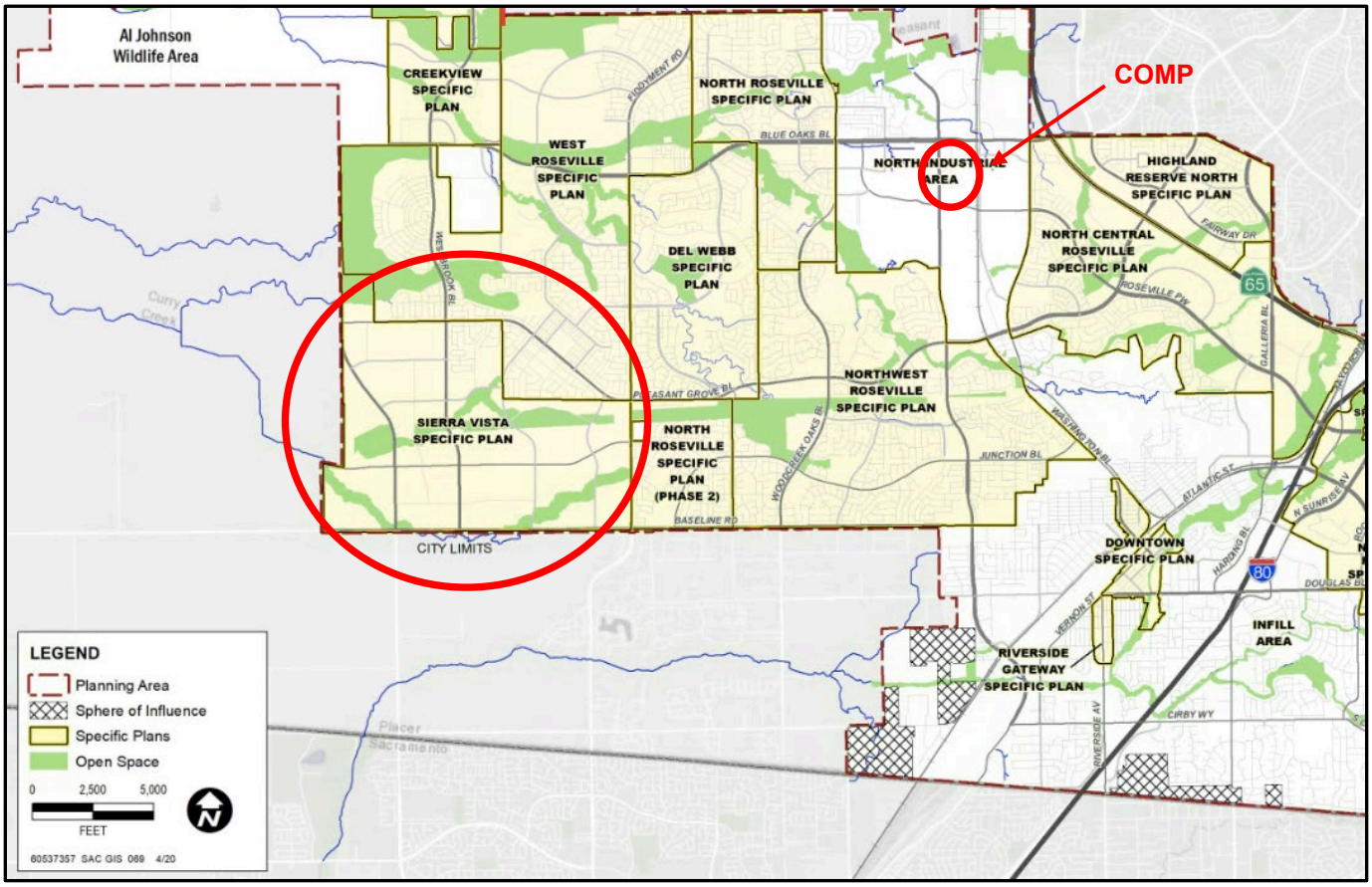
- Parcel WB-32 (5.11 acres): This parcel is currently designated/zoned as HDR/R3 with a total unit allocation of 128 residential units, and is currently allocated 92 Very-Low-Income Units and 36 Low-Income Units under the SVSP. The Applicant proposes to add 64 new units (all Low-Income Units), using an allowable-by-right State density bonus (see footnote 1), and to convert all currently allocated Very-Low-Income Units to Low-Income Units (transferring the obligation to provide 92 Very-Low-Income Units to Parcel FD-34), for a total of 192 Low-Income Units on the parcel. This action will require a 3rd Amendment to the Westbrook DA to change the mix of affordable units obligated on the parcel and to document the number of high-density residential units allocated to the parcel via density bonus. No redesignation or rezone will be required for this parcel.

- Parcel WB-52 (1.5 acres): This parcel is currently designated and zoned as PR (Park) and is allocated as a public neighborhood park under the SVSP. The Applicant proposes to redesignate this parcel to HDR (High-Density Residential), in both the General Plan and SVSP, and to rezone to R3. No housing units will be allocated to the parcel, however, as the applicant intends to develop the area encompassed by WB-52 for private recreational facilities to serve current and future residents of Parcels WB-30, WB-31, and W-16. In-lieu fees will be required for future development of Parcel WB-31 to offset the loss of public parkland. In addition to the GP and SVSP amendments and the rezone, this action would require a 3rd Amendment to the Westbrook DA.

- FD-34 (7.04 acres): This parcel is currently designated/zoned as HDR/R3 with a total unit allocation of 172 residential units, and is currently allocated 86 Very-Low-Income Units and 86 Low-Income Units under the SVSP. The Applicant proposes to add 84 new units (all Very-Low-Income), using an allowable-by-right State density bonus (see footnote 1), and to convert all currently allocated Low-Income Units to Very-Low-Income Units, in part by receiving the transfer of Very-Low-Income Units from Parcels WB-30 and WB-32, for a total of 256 Very-Low-Income Units on the parcel. This action will require a 6th Amendment to the Federico DA to document the change in the mix of affordable units obligated on the parcel and the increase in high-density residential units allocated to the parcel via density bonus. No redesignation or rezone is required.

The figure below depicts the location of the actions described in this Project Description. Additional information specific to each component of the Proposed Project is included in the subsequent CEQA addenda.

Location of Campus Oaks Master Plan and Sierra Vista Master Plan Areas



CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION

311 Vernon St, Roseville, CA 95678 (916) 774-5276

5th ADDENDUM TO THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 95112022, CERTIFIED ON JUNE 5, 1996)

Project Title/File Number:	Campus Oaks and Sierra Vista Land Use Amendments Project in Western Roseville (File No. PL23-0064) — Proposed General Plan/Campus Oaks Master Plan Amendments
Project Location:	Campus Oaks Master Plan Area, 401 Roseville Parkway: • Parcel CO-52 (APN 481-260-036-000)
Project Description:	Applicant requests approval of a General Plan and Master Plan Amendment and Rezone to modify the land use of Parcel CO-52 from T/BP LI (Tech Park/Business Professional – Light Industrial) and MP/SA (Industrial/Business Park/Special Area) to HDR (High-Density Residential) and R3 (Multi-Family Housing) to allow the future development of 285 multi-family units (with 143 allocated as Low-Income Units). The obligation to develop the 143 Low-Income Units would be transferred to parcels within the Sierra Vista Specific Plan area. A Major Project Permit Stage 1 Modification is requested to reflect the land use changes within the COMP, and a 10th Amendment to the Hewlett-Packard Campus Oaks Development Agreement is requested to reflect the land use changes and document the transfer of affordable housing obligations from Parcel CO-52 to the Sierra Vista Specific Plan area.
Project Applicant:	Greg Bardini, Morton & Pitalo, Inc.
Property Owner:	Pine Island Apartments, LLC Contact: Scott Canel
Lead Agency Contact:	Kinarik Shallow, Associate Planner, (916) 746-1309
Date:	August 16, 2023

The California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) sections 15162 through 15164 deal with what is often called “subsequent review” under the statute. These sections are based on statutory language found in Public Resources Code section 21166. CEQA Guidelines section 15162 sets forth the conditions and facts that require a public agency, in considering a proposed project connected to a previously certified final environmental impact report (EIR), to prepare a so-called “subsequent EIR.” Section 15163, in turn, identifies conditions and facts in which a “supplement to an EIR” may suffice in lieu of a full subsequent EIR. Section 15164, in turn, sets forth the conditions and facts in which neither one of these two documents is necessary, so that an addendum to the previously certified final EIR may suffice. In general, an addendum to a previously certified final EIR may be prepared for a project where only minor technical changes or additions are necessary or where none of the conditions calling for the preparation of a subsequent EIR have occurred. Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the certified final EIR for consideration by the hearing body.

In *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 949 ("*Friends*"), the California Supreme Court explained that "[o]nce a project has been subject to environmental review and received approval, [Public Resources Code] section 21166 and CEQA Guidelines section 15162 limit the circumstances under which a subsequent or supplemental EIR must be prepared. These limitations are designed to balance CEQA's central purpose of promoting consideration of the environmental consequences of public decisions with interests in finality and efficiency." The subsequent review provisions, accordingly, are "designed to ensure that an agency that proposes changes to a previously approved project "explore[s] environmental impacts *not* considered in the original environmental document" (*id*. at p. 951 [italics added]). "This assumes that at least some of the environmental impacts of the modified project were considered in the original environmental document, such that the original document retains some relevance to the ongoing decisionmaking process. A decision to proceed under CEQA's subsequent review provisions must thus necessarily rest on a determination—whether implicit or explicit—that the original environmental document retains some informational value" (*ibid*). Consistent with these legal principles and CEQA Guidelines provisions governing subsequent review, the City of Roseville ("City") prepared the analysis below in order to determine whether any of the conditions described in section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred.

Here, the relevant final EIR was prepared and certified for the Hewlett-Packard Campus Oaks Master Plan (COMP) in 1996 (COMP EIR). That plan covered the Campus Oaks planning area, which includes Parcel CO-52. The original COMP EIR did not anticipate residential uses in the Campus Oaks area. In August 2015, the City amended the COMP, providing for a mixed-use community with tech/business park, office, commercial, residential, park and recreation, open space, and public uses. At that time, the City adopted an addendum to the COMP EIR analyzing the land use changes under the amendment.

In the following years, the City adopted additional addenda to the COMP EIR. Taken together, the COMP EIR and the various addenda that modify it constitute the environmental analysis for the COMP area, including Parcel CO-52. Thus, under the subsequent review provisions of the CEQA Guidelines, the City must consider environmental impacts from further changes to the COMP that were not considered in these earlier environmental documents (*Friends*, *supra*, 1 Cal.5th at p. 951).

After conducting its analysis in light of the COMP EIR and all relevant addenda, the City determined that a new addendum to the COMP EIR is the appropriate environmental document for the proposed land use changes, as demonstrated below. As required by CEQA and the CEQA Guidelines, this Addendum focuses on aspects of the proposed land use changes or their impacts that require additional discussion beyond the environmental analysis already found in the earlier applicable environmental documents.

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DESCRIPTION OF PROPOSED GENERAL PLAN/CAMPUS OAKS MASTER PLAN AMENDMENTS

As described in the introduction to the Combined CEQA Document, the proposed General Plan/Campus Oaks Master Plan Amendments ("Proposed GP/COMP Amendments") make up one component of the proposed Campus Oaks and Sierra Vista Land Use Amendments Project in Western Roseville ("Proposed Project"). While the Proposed Project involves a series of actions within two distinct planning areas in the City, the actions are interrelated and therefore have been reviewed together in a single CEQA document (as explained in the introduction to the Combined CEQA Document). However, because the two components of the Proposed Project are subject to different land use plans and previously certified CEQA documents, these components are considered in two separate but coordinated addenda, to avoid confusion and ensure the most appropriate CEQA analysis is conducted.

In total, the Proposed Project will add 551 new housing units (including 266 new income-restricted units) to the City, distributed between the COMP and Sierra Vista Specific Plan (SVSP) areas. The Proposed Project would also transfer affordable housing obligations from Parcel CO-52 in the COMP area to parcels in the SVSP area. The Proposed Project would require various amendments to the COMP and SVSP, the City's GP, and applicable development agreements (DAs), a Major Project Permit (MPP) Stage 1 Modification to change the COMP, and zoning changes.

This Addendum addresses the Proposed GP/COMP Amendments component of the Proposed Project, which would involve various land use changes on Parcel CO-52.

Background and Environmental Setting

The Hewlett-Packard Campus Oaks Master Plan[1] (aka, COMP) was adopted on June 5, 1996. At that time, the City of Roseville ("City") certified an Environmental Impact Report (EIR) for the plan (COMP EIR) and adopted a Mitigation Monitoring Program (MMP). The COMP EIR analyzed the entirety of the Campus Oaks area (inclusive of Parcel CO-52), but did not originally anticipate residential uses within the plan area.

On August 5, 2015, the City amended the COMP to include a mixed-use community in the Campus Oaks area with tech/business park, office, commercial, residential, park and recreation, open space, and public uses. In connection with this action, the City also approved amendments to the City's GP and the Hewlett-Packard Campus Oaks Development Agreement (DA) for the COMP area. In order to comply with CEQA in taking these actions, the City adopted an addendum to the COMP EIR ("COMP EIR 1st Addendum"), which assessed any resulting deviations from the environmental impacts originally anticipated in the COMP EIR.

Three additional addenda have since been prepared for the COMP EIR and are listed below, but none involve Parcel CO-52:

- July 18, 2016, Addendum to the COMP EIR;
- October 16, 2018, Addendum to the COMP EIR; and
- March 13, 2020, Addendum to the COMP EIR.

This Addendum is intended to analyze the environmental impacts resulting from the Proposed GP/COMP Amendments, as compared to the impacts identified in the COMP EIR and the COMP EIR 1st Addendum.[2]

[1] When adopted in 1996, the plan was known as the "Hewlett-Packard Master Plan." It was later renamed the "Hewlett-Packard Campus Oaks Master Plan." The COMP is available at: https://www.roseville.ca.us/government/departments/development_services/planning/projects_of_interest/hp_campus_oaks_master_plan.

[2] The COMP EIR is the primary source of information from which this Addendum derives its analysis and conclusions, with reliance on the COMP EIR 1st Addendum as necessary. The impacts assessed in this document were considered in the

Location

The approximately 234.5-acre Campus Oaks portion of the COMP is located within western Roseville in its North Industrial area (see **Figure 1** below). The COMP area is not fully developed, but the undeveloped portions have been disced regularly since the 1996 COMP EIR was approved and accompanying wetland mitigation was implemented. The southern portion of the plan area (not implicated in the Proposed GP/COMP Amendments) comprises the Woodcreek Oaks Preserve, a 45-acre open space/wetland preserve. After the approval of the COMP, various projects consistent with the Master Plan were approved and constructed within portions of the COMP area that were approved for development.

The Proposed GP/COMP Amendments will affect only one parcel in the COMP area: Parcel CO-52. Parcel CO-52 (Assessor's Parcel Number [APN] 481-260-036-000) is a 17.65-acre parcel south of Painted Desert Drive and east/north of Roseville Parkway (see **Figure 2** below).

As summarized in **Table 1** below, Parcel CO-52 is currently designated T/BP – LI (Tech Park/Business Professional – Light Industrial) in the GP and in the COMP. It is zoned MP/SA (Industrial/Business Park/Special Area). Parcel CO-52 is largely undeveloped but has been repeatedly disturbed during the course of regular land management and maintenance, including discing and grading, as well as disturbance associated with construction and installation of various infrastructure on and through the parcel. A grading permit was issued in 2014 (EN14-0102), allowing grading on the parcel to facilitate the construction of a Pacific Gas and Electric gas main along the east property line. Additionally, an improvement permit was issued in 2016 (EN15-0173) for the construction of Roseville Parkway, and Parcel CO-52 was used for excess soil disposal from the construction. Presently, Painted Desert Drive is being constructed along the northern parcel boundary (EN22-0518). The parcel is mostly flat with no known biological communities onsite and no native oak trees or other trees. The area, including Parcel CO-52, has historically been grazed, although the site itself has not been grazed for many years. There are no structures on Parcel CO-52. The adjacent parcels are mostly undeveloped with some housing located across Roseville Parkway to the west.

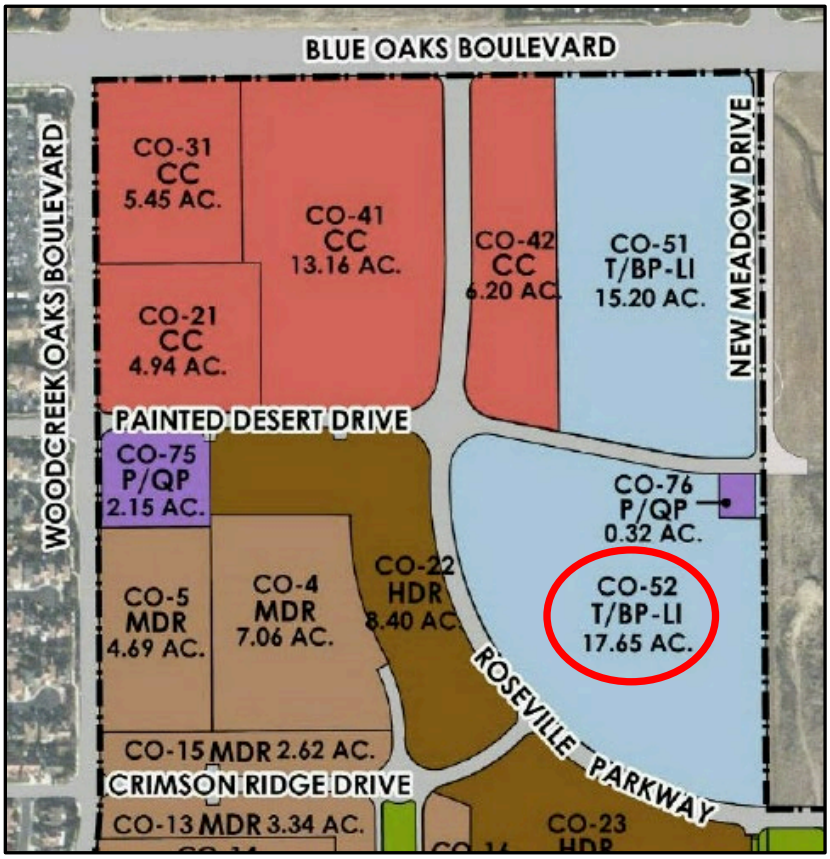
prior environmental documents and addressed in mitigation measures that continue to apply. The COMP EIR thus retains substantial relevancy and informational value (see *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 951).

Table 1: Surrounding Land Uses

Location	Zoning	General Plan Land Use	Actual Use of Property
Parcel CO-52	Industrial/Business Park/ Special Area (MP/SA)	Tech Park/Business Professional – Light Industrial (T/BP - LI)	Largely undeveloped with some infrastructure installed
North	Community Commercial (CC) (CO-42) MP/SA (CO-51) Public/Quasi-Public (P/QP) (CO-76)	Community Commercial (CC) T/BP Public/Quasi-Public (P/QP)	Undeveloped Undeveloped Undeveloped
South	Multi-Family Housing/ Development Standards (R3/DS) (CO-23)	High-Density Residential (HDR)	Developed with multi-family housing
East	Light Industrial/Special Area (M1/SA)	Light Industrial (LI)	Partially developed with recreation fields (immediately east)
West	R3/DS (CO-22)	HDR	Developed with multi-family housing

Figure 1: Location of Campus Oaks Area

Figure 2: Location of Parcel CO-52



Description of Proposed GP/COMP Amendments

As stated, Parcel CO-52 is currently designated as T/BP LI (Tech Park/Business Professional – Light Industrial) and zoned as MP/SA (Industrial/Business Park/Special Area). The Applicant proposes to redesignate the parcel to HDR (High-Density Residential) in the GP and in the COMP and to rezone it to R3 (Multi-Family Housing), allocating 285 new housing units to the parcel in the COMP, of which 143 would be deed-restricted Low-Income Units.[3] The obligation to develop the 143 Low-Income Units would then be transferred to Parcels WB-30 and WB-32 in the SVSP Area. In addition to the GP amendment, COMP amendment, and rezone, these actions would require both a MPP Sage 1 Modification and a 10th Amendment to the Hewlett-Packard Campus Oaks DA to reflect these changes.

This Addendum and all relevant applicable environmental documents will inform the City's decision regarding the following approvals and entitlements for Parcel CO-52:

- GP amendment for redesignation from Tech Park/Business Professional – Light Industrial (T/BP LI) to High-Density Residential (HDR);
- COMP amendment to:
    - Redesignate from Tech Park/Business Professional – Light Industrial (T/BP LI) to High-Density Residential (HDR);

[3] Low-Income Units will be made available to individuals making 80 percent of the average median income, pursuant to income limits established by HCD and the U.S. Department of Housing and Urban Development.

  - Allocate 285 units, including 143 Low-Income Units; and
  - Transfer obligation to provide 143 Low-Income Units to parcels in the SVSP;
- MPP Stage 1 Modification to change the COMP to reflect the proposed changes;
- Rezone from Industrial/Business Park/Special Area (MP/SA) to Multi-Family Residential (R3); and
- 10th Amendment to the Hewlett-Packard Campus Oaks Development Agreement reflecting these actions.

PURPOSE AND SCOPE OF ADDENDUM

Basis for Addendum

This Addendum has been prepared pursuant to CEQA Guidelines section 15164. As explained earlier, an addendum is an appropriate subsequent CEQA review document when some changes to a project are necessary, but those changes do not create new or increased significant environmental impacts that warrant major revisions to the previously certified final EIR (CEQA Guidelines, §§ 15162(a)(1), 15164(a); see *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 946; *Save Our Heritage Organization v. City of San Diego* (2018) 28 Cal.App.5th 656, 668). Also, an addendum is appropriate: (i) when circumstances surrounding a project have changed but do not warrant major revisions of the previous EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects (CEQA Guidelines, §§ 15162(a)(2), 15164(a)); and (ii) where there is no new information of substantial importance indicating that the project would create new significant impacts or increase the severity of the previously identified significant impacts (CEQA Guidelines, §§ 15162(a)(3), 15164(a)).

Notably, in assessing whether a proposed project change is eligible for an addendum, public agencies may account for mitigation measures to which an applicant has agreed (see, e.g., *River Valley Preservation Project v. Metropolitan Transit Development Bd.* (1995) 37 Cal.App.4th 154, 168 ["even a substantial increase in the severity of an environmental impact does not require … the preparation of an SEIR if mitigation measures are adopted which reduce the impact to a level of insignificance"]; *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 809–811 ["[t]o offset the loss of four acres of burrowing owl habitat, the eight[h] addendum includes a number of mitigation measures"]; *Snarled Traffic Obstructs Progress v. City and County of San Francisco* (1999) 74 Cal.App.4th 793, 802 [discusses mitigation required in connection with addendum]). The addition of new mitigation measures triggers the need for a subsequent EIR or a supplement to an EIR only in two circumstances. Under the first, measures "previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure" (CEQA Guidelines, § 15162(a)(1)(3)(C)). Under the second circumstance, measures "considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure" (*id.*, subd. (a)(1)(3)(D)). Under both circumstances, an applicant's agreement to the mitigation measures in question preserves the project's eligibility for an addendum.

Substantial evidence presented in this Addendum demonstrates that the Proposed GP/COMP Amendments, described above and analyzed below, do not create any new significant impacts or significant impacts more severe than those described in the COMP EIR and the COMP EIR 1st Addendum. Nor are there any new circumstances or new information that would create such impacts or require more robust analysis (CEQA Guidelines, § 15162(a)). All of the impacts of the Proposed GP/COMP Amendments were examined in the applicable prior CEQA documents. Therefore, an addendum is the appropriate CEQA document, and a subsequent or supplemental EIR is not warranted (CEQA Guidelines, § 15164(e)).

Significant and Unavoidable Impact Conclusions in the Previous EIR

The COMP EIR identified significant and unavoidable impacts relating to:

- Loss of vernal pools, seasonal wetlands, and other jurisdictional wetlands;
- Potential loss of vernal pool fairy shrimp;
- Conversion of undeveloped landscape character to developed character;
- Short-term construction-related emissions of air pollutants and air quality degradation;
- Long-term operation-related emissions of air pollutants;
- Inconsistency with the Placer County Air Quality Attainment Plan; and
- Loss of biological resources.

City Council adopted a Statement of Overriding Considerations for these impacts when it certified the COMP EIR.

When the City amended the COMP and adopted the accompanying COMP EIR 1st Addendum in 2015, the City determined that the impacts of the proposed mixed-use development in the Campus Oaks area did not involve any project changes or changed circumstances that would result in significant impacts or substantially more severe significant impacts. Nor was there new information of substantial importance requiring new analysis or verification.

ENVIRONMENTAL DOCUMENTS RELIED UPON

EIR for the Hewlett-Packard Campus Oaks Master Plan, certified June 5, 1996
The COMP EIR was certified by City Council on June 5, 1996. The analysis within this Addendum relies primarily on the analysis included in the COMP EIR and relevant subsequent addendum that supplemented the COMP EIR (listed below). Additionally, this Addendum relies on minor supplements or technical updates, where appropriate. As demonstrated and explained in the environmental checklist below, the impacts of the Proposed GP/COMP Amendments remain the same as, or less than, the impacts described in the COMP EIR and the relevant subsequent environmental documents. The 1996 COMP EIR is available for review during business hours at the Civic Center, 311 Vernon Street, Roseville, CA.

First Addendum to Hewlett-Packard Campus Oaks Master Plan EIR, adopted July 6, 2015
The COMP EIR 1st Addendum was amended in 2015 to redesignate and rezone the Campus Oaks area for mixed use development. In connection with this amendment, the City prepared and adopted the COMP EIR 1st Addendum, which analyzed the proposed development of the Campus Oaks area (inclusive of Parcel CO-52). The COMP EIR 1st Addendum relies on the analysis in the COMP EIR, along with supplements and technical updates, where appropriate. The COMP EIR 1st Addendum is available for review during business hours at the Civic Center, 311 Vernon Street, Roseville, CA.

2035 General Plan Update EIR, certified August 5, 2020
The *2035 General Plan Update EIR* (GP EIR) updated all Citywide analyses, including for vehicle miles traveled, greenhouse gas emissions, water supply, water treatment, wastewater treatment, and waste disposal. When applicable, the topical sections within the checklist summarize the findings within the GP EIR. The GP EIR is available for review during business hours at the Civic Center, 311 Vernon Street, Roseville, CA or online at https://www.roseville.ca.us/government/departments/development_services/planning/general_plan_development_guidelines.

EXPLANATION OF ENVIRONMENTAL CHECKLIST

The purpose of this environmental checklist is to conduct subsequent environmental review for the proposed changes to the COMP pursuant to CEQA Guidelines sections 15162, 15163, and 15164. This checklist evaluates the environmental resources in terms of any "changed condition" (i.e., changed circumstances, applicable plan changes, or new information of substantial importance) that may result in a changed environmental result. A "no" answer in one of the checklist boxes does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

Checklist Evaluation Categories

Where Was Impact Analyzed in Prior Environmental Documents?
This column provides a cross-reference to the portions of the prior environmental documents containing relevant information and analysis for each resource area.

Any New Significant Impacts or Substantially More Severe Impacts?
Pursuant to section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the Proposed GP/COMP Amendments will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals or will result in a substantial increase in the severity of a previously identified significant impact.

Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?
Pursuant to section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes with respect the circumstances under which the action is undertake, such as changes to Parcel CO-52 or the surrounding area, that have occurred subsequent to the certification and adoption of prior environmental documents, which would result in new significant environmental impacts from the Proposed GP/COMP Amendments that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified significant impact.

Notably, since certification of the COMP EIR, there have been four amendments to the COMP with four accompanying addenda. Each addendum determined that the proposed changes were within the scope of the environmental impact conclusions presented in the COMP EIR. Thus, although some circumstances have changed within the vicinity of the COMP area over time, those changes did not result in new significant environmental impacts that were not considered in the COMP EIR, nor did they substantially increase the severity of a previously identified significant impact. Further, no new projects or other development beyond those contemplated in the COMP EIR or GP EIR have been approved or proposed within the vicinity of Parcel CO-52 that could impact or increase the environmental effects of the Proposed GP/COMP Amendments. As a result, all boxes in this column in the checklist below are marked "No."

Any New Information Requiring New Analysis or Verification?
Pursuant to section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified is available, requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either "yes" or "no" will be answered to indicate whether there is new information showing that: (A) the Proposed GP/COMP Amendments will have one or more significant effects not discussed in the prior environmental documents; (B) significant effects previously examined will be substantially more severe than shown in the prior environmental documents; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Proposed GP/COMP Amendments, but the project proponent declines to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives that are considerably different from those analyzed in the prior

environmental documents would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative. If the answer is "no," then no additional environmental documentation (supplemental or subsequent EIR) is required.

Notably, since certification of the COMP EIR, the Appendix G Checklist in the CEQA Guidelines has been updated, effective early 2019.[4] This updated checklist material is not considered "new information" as defined in CEQA Guidelines section 15162(a)(3), as it does not constitute any change in governing law or any new facts showing the existence of new significant effects or substantially more severe significant effects. Furthermore, as demonstrated below, none of the updates to the Appendix G Checklist require new analysis related to impacts that were not known or that could not have been known at the time the COMP EIR was prepared, nor is the City aware of any new information of substantial importance that shows that mitigation measures or alternatives previously found to be infeasible would actually now be feasible and would substantially reduce one or more significant effects of the Proposed GP/COMP Amendments, or that mitigation measures or alternatives considerably different from those analyzed in the previously certified CEQA documents would substantially reduce one or more significant effects of which the project proponent refuses to implement. Moreover, the City is not aware of any other new information not already included in this document that might bear relevance on this CEQA analysis. As a result, all boxes in this column in the checklist below are marked "No."

Any Mitigation Measures?
Pursuant to section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, mitigation measures have already been implemented. A "Yes" response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time or whether it would apply to development on Parcel CO-52. If "No" is indicated, this environmental analysis concludes a significant impact does not occur with the Proposed GP/COMP Amendments, no mitigation was previously included, and no mitigation is needed.

Notably, many of the mitigation measures approved as part of the COMP EIR have already been implemented or no longer apply. Only those measures that are still active and that still apply are included in the checklist discussions below, as required for each resource area. Some supplemental measures specific to the Proposed GP/COMP Amendments are warranted and, therefore, also are included. Adding supplementary measures to an addendum is acceptable here because, as explained in the Purpose and Scope of Addendum section above, adding mitigation measures in an addendum to an EIR triggers the need for a subsequent EIR or a supplement to an EIR only in two circumstances: (1) measures "previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure" (CEQA Guidelines, § 15162(a)(1)(3)(C)); and (2) measures "considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure" (*id.*, subd. (a)(1)(3)(D)). Under both circumstances, an applicant's agreement to the mitigation measures in question preserves the project's eligibility for an addendum. Here, the project proponent has agreed to any and all supplemental mitigation measures included as part of this Addendum. A full list of mitigation measures that apply to the Proposed GP/COMP Amendments is included as **Attachment D** to the Combined CEQA Checklist.

Discussion of Checklist Answers

A discussion is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue and how the Proposed GP/COMP Amendments relate to the issue. The discussion also provides details on applicable mitigation measures from the prior

[4] Although the older checklist could be used for this Addendum because of the date of publication of the original EIR, the updated checklist is used instead as part of a good-faith effort to provide the most up-to-date information to decisionmakers and the public (Pub. Resources Code, § 21002.1(e); CEQA Guidelines, §§ 15002(a)(1), 15003(c)).

environmental documents and their status, denoting the ones that require ongoing or future implementation and that would be required for development on Parcel CO-52. Mitigation measures that are either not relevant to the Proposed GP/COMP Amendments because they pertain to a different area or land use or have already been implemented are not discussed. Each discussion section also contains an ultimate conclusion, including whether the City can conclude that the Proposed GP/COMP Amendments do not result in new significant impacts or significant impacts that are substantially more severe than those analyzed in the prior CEQA documents.

ENVIRONMENTAL CHECKLIST

I. Aesthetics

For the environmental setting, refer to Section 4.7.2 of the COMP Draft EIR and pages 36–39 of the COMP EIR 1st Addendum.

Except as provided in Public Resources Code section 21099, would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Have a substantial adverse effect on a scenic vista?	**Draft EIR, pp. 4.7-4 to 4.7-7, 4.7-10 to 4.7-11; Impact 4.7-1** **EIR 1st Addendum, pp. 40–41**	**No**	**No**	**No**	**No**
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings, within a state scenic highway?	**Draft EIR, pp. 4.7-1 to 4.7-7; Impact 4.7-1** **EIR 1st Addendum, pp. 40–41**	**N/A**	**No**	**No**	**N/A**

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	**Draft EIR, pp. 4.7-10 to 4.7-12; Impacts 4.7-1, 4.7-2** **EIR 1st Addendum, pp. 40–42**	**No**	**No**	**No**	**No**
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	**Draft EIR, pp. 4.7-12 to 4.7-13; Impact 4.7-3** **EIR 1st Addendum, p. 42**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Aesthetic resources were adequately addressed in the COMP EIR. The COMP EIR concluded that development of the COMP area would result in significant and unavoidable aesthetic impacts by urbanizing undeveloped land. The COMP EIR also concluded that adherence to applicable design guidelines would prevent any significant impacts relating to visual incompatibility between the proposed and surrounding uses. Finally, the COMP EIR concluded that any light and glare impacts resulting from the development could be mitigated to a less-than-significant level. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in similar or decreased aesthetic impacts compared to those identified in the COMP EIR.

The Proposed GP/COMP Amendments would not significantly alter the prior aesthetic impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not urbanize any undeveloped land beyond what was already anticipated in the prior environmental documents. Like the land use changes addressed in the COMP EIR 1st Addendum, the Proposed GP/COMP Amendments would replace light industrial uses with residential uses. As a result, future development on Parcel CO-52 would be more aesthetically consistent with adjacent mixed-use residential parcels (to the west and south of the parcel). Residential development on Parcel CO-52 would comply with all applicable design guidelines and lighting standards, as well as the applicable COMP EIR mitigation measures, ensuring that there would be no new or more severe significant aesthetic impacts compared with the impacts identified in the prior environmental documents.

The COMP area is not located near a state scenic highway; therefore, checklist item (b) does not apply.

Thus, the aesthetic impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measure applies to development on Parcel CO-52:

- COMP EIR MM 4.7-3: Use building orientation and materials that minimize glare.

Conclusion: With implementation of the applicable mitigation measure, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding aesthetics.

II. Agricultural and Forestry Resources

For the environmental setting, refer to Section 4.1.2 of the COMP Draft EIR and pages 44–45 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	**Draft EIR, pp. 4.1-2 to 4.1-5; Impact 4.1-2** **EIR 1st Addendum, pp. 45–46**	**No**	**No**	**No**	**No**
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	**Draft EIR, p. 4.1-5; Impact 4.1-2** **EIR 1st Addendum, pp. 45–46**	**No**	**No**	**No**	**No**

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	**EIR 1st Addendum, p. 46**	**N/A**	**No**	**No**	**N/A**
d) Result in the loss of forest land or conversion of forest land to non-forest use?	**EIR 1st Addendum, p. 46**	**N/A**	**No**	**No**	**N/A**
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	**Draft EIR, pp. 4.1-2 to 4.1-5; Impact 4.1-2** **EIR 1st Addendum, pp. 45–46**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Agricultural and forestry resources were adequately addressed in the COMP EIR. The COMP EIR concluded that development of the COMP area would have a less than significant impact on agricultural resources due to the generally low agricultural value of the area. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in similar agricultural resource impacts compared to those identified in the COMP EIR.

The Proposed GP/COMP Amendments would not significantly alter the prior agricultural resource impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not impact any agricultural resources beyond what was already anticipated in the prior environmental documents. As these impacts are site-specific, they would not change as a result of a change in use.

There are no forestry resources within the COMP area; therefore, checklist items (c) and (d) do not apply.

Thus, the agricultural and forestry resource impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of

the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding agricultural and forestry resources.

III. Air Quality

For the environmental setting, refer to Section 4.10.2 of the COMP Draft EIR and pages 48–49 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Conflict with or obstruct implementation of the applicable air quality plan?	**Draft EIR, pp. 4.10-12 to 4.10-13; Impact 4.10-6** **EIR 1st Addendum, p. 61**	**No**	**No**	**No**	**Yes**
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	**Draft EIR, pp. 4-10-2 to 4.10-13; Impacts 4.10-1 to 4.10-4, 4.10-7** **EIR 1st Addendum, pp. 49–59, 61–62**	**No**	**No**	**No**	**Yes**
c) Expose sensitive receptors to substantial pollutant concentrations?	**Draft EIR, p. 4.10-2; Impacts 4.10-1 to 4.10-4, 4.10-7 to 4.10-9** **EIR 1st Addendum, pp. 49–59, 61–64**	**No**	**No**	**No**	**Yes**
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	**Draft EIR, p. 4.10-22; Impact 4.10-5** **EIR 1st Addendum, p. 60**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Air quality was adequately addressed in the COMP EIR. The COMP EIR concluded that the development of the COMP area would result in increased air pollution in the plan area and in the Sacramento Valley Air Basin, increased CO concentrations at intersections, short-term emissions of ROG, NOx, SO2, and CO, and inconsistency with the Placer County Air Quality Attainment Plan. These impacts were determined to be significant and unavoidable. Additionally, the COMP EIR determined that the development would result in short-term emissions of PM10, but that this impact could be mitigated to a less-than-significant level. Finally, the COMP EIR determined that impacts relating to increases in toxic air contaminants during construction and exposure of residents to criteria air pollutants generated by stationary sources, toxic air contaminants (TACs) generated by stationary sources, and odors would be less than significant. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in similar air quality impacts compared to those identified in the COMP EIR, but concluded that the change would reduce the intersection CO impact to a less-than-significant level. Additionally, the COMP EIR 1st Addendum adopted standard air quality mitigation measures recommended by the Placer County Air Pollution Control District after the COMP EIR was certified.

The Proposed GP/COMP Amendments would not significantly alter the prior air quality impact conclusions. Air emissions associated with construction of residential development on Parcel CO-52, including ROG, NOx, PM10, and TACs, would be the same (NOx and PM10), or less than (ROG), those associated with construction of tech/business development on the same approximate acreage (see Raney Planning and Management August 2023 Air Quality and Greenhouse Gas Impact Analysis for Proposed Project, included herein as **Attachment A** to the Combined CEQA Document); and both types of development are subject to the same effective construction mitigation measures (listed below). Even without mitigation, future development of Parcel CO-52 would not exceed Placer County Air Pollution Control District's (PCAPCD's) CEQA thresholds of significance for criteria pollutant emissions during construction (see Table 3 of Raney Air Quality analysis).

Unmitigated air emissions associated with future everyday residential uses on and around Parcel CO-52 and the COMP area, including ROG, NOx, and PM10, would be slightly higher (ROG), or less than (NOx and PM10), those associated with everyday tech/business uses. The estimated increase in ROG, however, is incremental and can be reduced through mitigation and through state and local air district requirements (see Table 5 of Raney Air Quality analysis). Even without mitigation, at full development, Parcel CO-52 would not exceed PCAPCD's CEQA thresholds of significance for criteria pollutant emissions during operation (see Table 4 of Raney Air Quality analysis). Moreover, net increases in operational criteria pollutants represent only a marginal percentage increase within the COMP planning area (a 0.99 percent increase for ROG, a 1.05 percent increase for NOx, and a 2.11 percent increase for PM10) (see Table 6 of Raney Air Quality analysis). Furthermore, Raney concluded that localized CO emissions for the entirety of the Proposed Project, at full parcel buildout, would not exceed PCAPCD's screening threshold; specifically, the Project "would not be expected to result in substantial levels of localized CO at surrounding intersections or generate localized concentrations of CO that would exceed standards or cause health effects" (see also analysis in COMP EIR 1st Addendum on reduced CO at nearby intersections). As well, the total vehicle miles traveled (VMT) within and around the COMP area would be reduced with the Proposed GP/COMP Amendments, as determined in the Fehr & Peers August 2023 Transportation Impact Analysis for Rezoning of Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan (included herein as **Attachment B** to the Combined CEQA Document, discussed more below in Section XVII), resulting in a commensurate reduction in vehicle-related air emissions.

With respect to exposure of any nearby sensitive receptors to air pollution and odor, the air quality analysis confirmed that these impacts would remain less than significant. Indeed, the conversion from light industrial to residential results in no anticipated operational TACs and therefore zero potential impacts to any nearby sensitive receptors. The same is true for potential odor impacts—residential land uses are not typically classified as odor-generating land uses.

Residential development on Parcel CO-52 would comply with all applicable COMP EIR and Placer County Air Pollution Control District construction and operational mitigation measures, ensuring that there would be no new or substantially more severe significant air quality impacts compared with the impacts identified in the prior environmental documents.

Thus, the air quality impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on Parcel CO-52:

- COMP EIR MM 4.10-1: Provide dust controls.
- COMP EIR MM 4.10-2(a): Maintain construction equipment and vehicles.
- COMP EIR MM 4.10-2(b): Develop and implement a Construction Employee Trip Reduction Plan.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding air quality.

IV. Biological Resources

For the environmental setting, refer to Section 4.5.2 of the COMP Draft EIR and pages 70–72 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	**Draft EIR, pp. 4.5-6 to 4.5-12; Impacts 4.5-1, 4.5-4 to 4.5-7** **EIR 1st Addendum, pp. 73, 75–79**	**No**	**No**	**No**	**Yes**

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	**Draft EIR, pp. 4.5-3 to 4.5-4; Impacts 4.5-1, 4.5-4, 4.5-5, 4.5-8** **EIR 1st Addendum, pp. 73, 75–76, 79**	**No**	**No**	**No**	**Yes**
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	**Draft EIR, pp. 4.5-4 to 4.5-6; Impacts 4.5-3, 4.5-8** **EIR 1st Addendum, pp. 74–75, 79**	**No**	**No**	**No**	**Yes**
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	**Draft EIR, pp. 4.5-8 to 4.5-12; Impacts 4.5-5, 4.5-7** **EIR 1st Addendum, pp. 76, 78–79**	**No**	**No**	**No**	**Yes**
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	**Draft EIR, pp. 4.5-3 to 4.5-4; Impacts 4.5-2, 4.5-8** **EIR 1st Addendum, pp. 73–74, 79**	**No**	**No**	**No**	**Yes**
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	**EIR 1st Addendum, p. 79**	**N/A**	**No**	**No**	**N/A**

Discussion of Checklist Answers:

Biological resources were adequately addressed in the COMP EIR. The COMP EIR concluded that development of the COMP area would result in potentially significant and unavoidable losses of wetlands and federal threatened vernal pool fairy shrimp. Additionally, the COMP EIR concluded that the development would potentially result in loss of special-status vernal pool plant species, disturbance to wildlife and wildlife habitat during construction, loss of nesting habitat for protected raptor species, and loss of wetland preserve and oak

trees due to sewer construction; however, the COMP EIR identified mitigation measures to mitigate these impacts to a less-than-significant level. Finally, the COMP EIR concluded any impacts relating to loss of grassland habitat or oak trees would be less than significant. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would not result in any new or more severe biological resource impacts compared to those identified in the COMP EIR.

The Proposed GP/COMP Amendments would not significantly alter the prior biological resource impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not impact new or different biological resources beyond what was already anticipated in the prior environmental documents. Moreover, all wetlands-related impacts within the COMP area have already occurred and the associated mitigation measures have been implemented. With respect to non-wetland biological resources, residential development of Parcel CO-52 would comply with all remaining applicable COMP EIR mitigation measures, ensuring that there would be no new or more severe significant impacts compared with the impacts identified in the prior environmental documents. Moreover, Parcel CO-52 has been repeatedly disturbed over a period of years, having been disced and graded and otherwise disturbed for the installation of infrastructure. There is no known sensitive biological resources and habitat onsite, and no trees or other established vegetation exists onsite.

There is no habitat conservation plan that applies to the COMP area; therefore, checklist item (f) does not apply.

Thus, the biological resource impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on Parcel CO-52:

- COMP EIR MM 4.5-5: Develop and implement construction protocols.
- COMP EIR MM 4.5-7: Conduct pre-construction survey and implement restrictions.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding biological resources.

V. Cultural Resources

For the environmental setting, refer to Section 4.6.2 of the COMP Draft EIR and pages 82–83 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	**Draft EIR, pp. 4.6-5 to 4.6-6; Impacts 4.6-1, 4.6-3** **EIR 1st Addendum, pp. 83–85**	**No**	**No**	**No**	**Yes**
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	**Draft EIR, pp. 4.6-5 to 4.6-6; Impacts 4.6-1, 4.6-2** **EIR 1st Addendum, pp. 83–84**	**No**	**No**	**No**	**Yes**
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	**Draft EIR, pp. 4.6-5 to 4.6-6; Impact 4.6-1** **EIR 1st Addendum, pp. 83–84**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Cultural resources were adequately addressed in the COMP EIR. The COMP EIR concluded that the development of the COMP area could potentially impact known and unknown cultural resources, but included mitigation measures to mitigate these potential impacts to a less-than-significant level. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in similar cultural resource impacts compared to those identified in the COMP EIR, but clarified that no known cultural resources existed within the COMP area because in part, the area had been heavily disturbed, causing the previous elimination of two cultural resources at some time between 1991 and 2005.

The Proposed GP/COMP Amendments would not alter the prior cultural resource impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not disturb new or different cultural resources beyond what was already anticipated in the prior environmental documents. While there are no cultural resources within the COMP area known to the City or Applicant, and none have been uncovered during the years of discing, grading, and other site disturbance on Parcel CO-52, unknown cultural resources still could be inadvertently discovered during construction. Residential development on Parcel CO-52 would comply with the applicable COMP EIR mitigation measure, and the supplemental measures included below designed to update and enhance the existing measure, thus ensuring

that there would be no new or more severe impacts beyond those identified in the prior environmental documents.

Thus, the cultural resource impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on Parcel CO-52:

- COMP EIR MM 4.6-1: Cease work and consult a qualified archaeologist.
- Parcel CO-52 MM CUL-1 (applicable only for future development on Parcel CO-52):
    a) In the event a potentially significant cultural resource is encountered during subsurface earthwork activities, all construction activities within a 100-foot radius of the find shall cease and workers should avoid altering the materials until an Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology has evaluated the find. The project applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. Potentially significant cultural resources consist of, but are not limited to, stone, bone, glass, ceramics, fossils, wood, or shell artifacts, or features including hearths, structural remains, or historic dumpsites. The Archaeologist shall assess whether the find to determine whether it includes historical resources of an archaeological nature or unique archaeological resources.
    b) If the archaeologist determines that the find does not include cultural resources in any of one of these two categories, work may resume immediately.
    c) If the archaeologist determines that the find constitutes either an historical resource of an archaeological nature or a unique archaeological resource, she or he shall immediately notify the City Development Services Director (CDSD) and the landowner/applicant, and shall develop mitigation or treatment measures for consideration and approval by the CDSD. Mitigation shall be developed and implemented in accordance with Public Resources Code Section 21083.2 and Section 15126.4 of the CEQA Guidelines, with a preference for preservation in place. Consistent with Section 15126.4(b)(3), preservation in place may be accomplished through planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If approved by the CDSD, such measures shall be implemented and completed prior to commencing further work for which grading or building permits were issued, unless otherwise directed by the CDSD.
    d) Avoidance or preservation of unique archaeological resources or historical resources of an archaeological nature shall not be required where such avoidance or preservation in place would preclude the construction of important structures or infrastructure or require exorbitant expenditures, as determined by the CDSD. Where avoidance or preservation are not appropriate for these reasons, the archaeologist, in consultation with the CDSD, shall prepare a detailed recommended a treatment plan for consideration and approval by the CDSD, which may include data recovery. If employed, data recovery strategies for unique archaeological resources that do not also qualify as historical resources of an archaeological nature shall follow the applicable requirements and limitations set forth in Public Resources Code Section 21083.2. Data recovery will normally consist of (but would not be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim of recovering important scientific data contained within the unique archaeological resource or historical resource of an archaeological nature. The data recovery plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and State repositories, libraries, and interested professionals. If data recovery is determined by the CDSD to not be appropriate, then an equally effective treatment shall be proposed and implemented. Any previously undiscovered resources found during construction within the project site shall be recorded on appropriate California

Department of Parks and Recreation (DPR) 523 forms and shall be submitted to the City of Roseville, the North Central Information Center (NCIC), and the California Office of Historic Preservation (OHP), as required.

e) Work may not resume within the no-work radius until the CDSD, in consultation with the archaeologist, determines that the site either: 1) does not contain unique archaeological resources or historical resources of an archaeological nature; or 2) that the preservation and/or treatment measures have been completed to the satisfaction of the CDSD.

- Parcel CO-52 MM CUL-2 (applicable only for future development on Parcel CO-52):

  In the event of the accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and Section 5097.98 shall be followed. If, during the course of project construction, there is accidental discovery or recognition of any human remains, the following steps shall be taken:

  1. There shall be no further excavation or disturbance within 100 feet of the remains until the County Coroner is contacted to determine whether the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resource Code Section 5097.98.
  2. Where the following conditions occur, the landowner/applicant or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the MLD or on the project site in a location not subject to further subsurface disturbance:
     - The NAHC is unable to identify an MLD or the MLD failed to make a recommendation within 48 hours after being notified by the commission.
     - The descendant identified fails to make a recommendation.
     - The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding cultural resources.

VI. Energy

For the environmental setting, refer to Section 4.12.2, pages 4.12-11 to 4.12-14 of the COMP Draft EIR and pages 186–187 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	**Draft EIR, pp. 4.12-11 to 4.12-14; Impacts 4.12-11, 4.12-12** **EIR 1st Addendum, pp. 94–95, 186–187, 197**	**No**	**No**	**No**	**No**
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	**Draft EIR, pp. 4.12-11 to 4.12-14; Impacts 4.12-11, 4.12-12** **EIR 1st Addendum, pp. 94–95, 186–187, 197**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Although the COMP EIR and COMP EIR 1st Addendum did not include this energy checklist section because, at that time, it was not recommended by CEQA Guidelines as it is now, energy was indeed addressed in both documents. Electricity in the COMP area is provided by the City Electric Department, which obtains its electricity from sources like the Western Area Power Administration, the Northern California Power Agency, and the City-owned Roseville Energy Park. Natural gas is provided by Pacific Gas & Electric (PG&E). The COMP EIR concluded that development and operation of the COMP area would increase the demand for energy services, but that these impacts would be less than significant because full build-out of the plan area would not increase the overall future power needs identified by the City. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial to mixed-use residential would result in decreased energy impacts compared to those identified in the COMP EIR because residential uses, in general, require less electricity than light industrial uses.

This generality was confirmed in a technical memorandum prepared by the civil engineering firm Morton & Pitalo that addresses utility usage of the Proposed GP/COMP Amendments (included herein as **Attachment C**). Morton & Pitalo concluded that the land use change on Parcel CO-52 would result in a decrease in electricity usage (-0.39 megawatts). The Proposed GP/COMP Amendments also would result in a reduction in VMT, which correspondingly would result in an overall reduction in fuel usage (see Section XVII for more details).

During construction, the COMP EIR 1st Addendum found that energy use (fuel) would increase from that assumed in the COMP EIR, but that the annual reduction in fuel consumption from operational transportation

(see the VMT discussion in Section XVII) would far outweigh the incremental increase in construction fuel consumption over the construction period for the entirety of the Campus Oaks area.

Consequently, the Proposed GP/COMP Amendments would not significantly alter the prior energy impact conclusions. Like the land use changes addressed in the COMP EIR 1st Addendum, as demonstrated above, the Proposed GP/COMP Amendments would replace light industrial uses with residential uses, generally reducing energy demands.

In addition, residential development on Parcel CO-52 would comply with all applicable energy efficiency standards set forth in Title 24 of the California Energy Code, and the development would be eligible for rebates and other financial incentives from both energy providers to purchase energy-efficient appliances and systems, further reducing anticipated operational energy demands. At the same time, compliance with Placer County Air Pollution Control District standard mitigation measures addressing air quality and greenhouse gas emissions impacts, such as a prohibition on construction truck idling for more than five minutes and the use of water efficient landscaping, would increase energy efficiency during construction and operations. These standards, programs, and measures would ensure that the development would neither result in inefficient, wasteful, or unnecessary consumption of energy nor conflict with or obstruct state or local energy plans. Mitigation to reduce air emissions during construction (listed below) would also result in more energy (fuel) efficiency during construction.

Thus, the energy impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: Prior CEQA documents did not include mitigation measures specific to energy reduction and efficiency because no significant impacts existed; however, the following mitigation measures will further increase fuel efficiency during construction:

- COMP EIR MM 4.10-2(a): Maintain construction equipment and vehicles.
- COMP EIR MM 4.10-2(b): Develop and implement a Construction Employee Trip Reduction Plan.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” regarding energy.

VII. Geology and Soils

For the environmental setting, refer to Sections 4.3.2 and 4.6.2 of the COMP Draft EIR and pages 87–88 and 82–83 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	**Draft EIR, pp. 4.3-4 to 4.3-7; Impacts 4.3-1, 4.3-2** **EIR 1st Addendum, pp. 88–89**	**No**	**No**	**No**	**No**
ii. Strong seismic ground shaking?	**Draft EIR, pp. 4.3-4 to 4.3-7; Impacts 4.3-1, 4.3-2** **EIR 1st Addendum, pp. 88–89**	**No**	**No**	**No**	**No**
iii. Seismic-related ground failure, including liquefaction?	**Draft EIR, pp. 4.3-4 to 4.3-7; Impacts 4.3-1, 4.3-2** **EIR 1st Addendum, pp. 88–89**	**No**	**No**	**No**	**No**
iv. Landslides?	**Draft EIR, pp. 4.3-4 to 4.3-7; Impacts 4.3-1, 4.3-2** **EIR 1st Addendum, pp. 88–89**	**No**	**No**	**No**	**No**

b) Result in substantial soil erosion or the loss of topsoil?	**Draft EIR, pp. 4.3-7 to 4.3-11; Impact 4.3-4** **EIR 1st Addendum, pp. 89–90**	**No**	**No**	**No**	**No**
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	**Draft EIR, pp. 4.3-7 to 4.3-11; Impact 4.3-2** **EIR 1st Addendum, p. 89**	**No**	**No**	**No**	**Yes**
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	**Draft EIR, pp. 4.3-7 to 4.3-11; Impact 4.3-2** **EIR 1st Addendum, p. 89**	**No**	**No**	**No**	**Yes**
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	**EIR 1st Addendum p. 90**	**N/A**	**No**	**No**	**N/A**
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**Draft EIR, pp. 4.3-2 to 4.3-3; Impact 4.6-1** **EIR 1st Addendum, pp. 83–84**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Geology and soils were adequately addressed in the COMP EIR. The COMP EIR concluded that development of the COMP area would have less than significant impacts related to seismic activity and topographic changes. The COMP EIR also determined that the development would have potentially significant impacts related to construction on low permeability, low strength, or high shrink-swell soils, but identified a mitigation measure to reduce these impacts to a less-than-significant level. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in similar geology and soils impacts compared to those identified in the COMP EIR. Additionally, while the COMP EIR 1st Addendum determined that the COMP EIR mitigation for cultural resources would also mitigate potential impacts to unknown paleontological resources, it nevertheless incorporated an additional mitigation measure to specifically address paleontological resources.

The Proposed GP/COMP Amendments would not significantly alter the prior geology and soils impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not encounter new or different soils or geologic features beyond what were already anticipated in the prior environmental documents. As these impacts are site-specific, they would not change as a result of a change in use from industrial to residential. Moreover, residential development on Parcel CO-52 would comply with all applicable mitigation measures from the COMP EIR and the COMP EIR 1st Addendum, ensuring that there would be no new or more severe significant geology and soils impacts compared with the impacts identified in the prior environmental documents.

The Proposed GP/COMP Amendments do not include septic tanks or other alternative wastewater disposal systems; therefore, checklist item (e) does not apply.

Thus, the geology and soils impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the COMP EIR and the COMP EIR 1st Addendum.

Mitigation Measures: The following mitigation measures apply to development on Parcel CO-52:

- COMP EIR MM 4.3-2: Site-specific geotechnical evaluation to assess development on soils characterized by slow permeability, low strength and high shrink-swell potential.
- COMP EIR MM 4.6-1: Cease work and consult a qualified archaeologist.
- COMP EIR 1st Addendum MM 5-1: Paleontological mitigation program.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding geology and soils.

VIII. Greenhouse Gases

For the environmental setting, refer to page 93 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	**EIR 1st Addendum, pp. 93–95**	**No**	**No**	**No**	**Yes**

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	**EIR 1st Addendum, p. 95**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Consistent with the near-universal approach at the time it was prepared, the COMP EIR did not explicitly address or assess effects associated with greenhouse gas (GHG) emissions or climate change. In the years since, however, new legislation has incorporated these issues into CEQA's requirements. The COMP EIR 1st Addendum incorporated a GHG emissions analysis comparing the proposed conversion of part of the COMP area from light industrial uses to mixed-use residential to the original land uses assessed in the COMP EIR.[5] The COMP EIR 1st Addendum determined that development of the COMP area would have significant GHG emissions impacts, but concluded that converting part of the COMP area to mixed-use residential would reduce these impacts considerably. Additionally, the COMP EIR 1st Addendum incorporated Placer County Air Pollution Control District standard operational mitigation measures to further reduce GHG emission impacts.

The Proposed GP/COMP Amendments would not significantly alter the prior GHG emissions impact conclusions. Indeed, the Proposed GP/COMP Amendments would reduce weekday vehicle miles traveled (VMT) below what would be expected with a tech/business use (see Attachment B to the Combined CEQA Document, discussed more below in Section XVII), with an assumed commensurate reduction in GHG emissions, and would convert part of the COMP area to mixed-use residential, which would, per the COMP EIR 1st Addendum, reduce these impacts considerably. Raney Planning & Management performed a GHG emissions analysis for the Proposed GP/COMP Amendments (see Attachment A to the Combined CEQA Document) and determined that, although proposed GP/COMP Amendments would result in an increase in construction-related GHG emissions (see Attachment A, Table 9), these emissions would still fall well below PCAPCD's CEQA GHG construction thresholds. Thus, future construction on Parcel CO-52 would not constitute a new significant GHG emissions impact or substantially increase the severity of an existing significant impact.

Operationally, and as predicted in the COMP EIR 1st Addendum, the Proposed GP/COMP Amendments would yield a reduction of GHG emissions as a result of the change in land use from business/light industrial to residential (see Attachment A, Table 10). And while operational emissions would exceed PCAPCD's CEQA GHG operational de minimis thresholds (as would the existing approved land use), they would not exceed PCAPCD's bright-line threshold or PCAPCD's efficiency metric threshold for residential urban projects (see Attachment A, Tables 9 and 10). Furthermore, residential development on Parcel CO-52 would comply with all applicable Placer County Air Pollution Control District mitigation measures, which would help to reduce GHG emissions during both construction and operation.

[5] The GHG analysis was provided for informational purposes only. As explained in the COMP EIR 1st Addendum, the potential impacts of the development of the COMP area relating to GHG emissions do not constitute significant new information that would require additional environmental analysis. CEQA case law holds that agencies cannot and need not require supplemental environmental review in connection with proposed project changes solely because the earlier environmental documents for the projects at issue had not dealt with global warming/climate change as a CEQA topic (see COMP EIR 1st Addendum, p. 91, citing *Citizens for Responsible Equitable Environmental Development* (*CREED*) *v. City of San Diego* (2011) 196 Cal. App. 4th 515, *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, and *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788). Those cases hold that, going back as far as the 1970s, climate change was a matter of public discussion and could have been raised as a CEQA issue by persons exercising reasonable diligence.

Therefore, there would be no new significant GHG emissions impacts or substantially more severe significant GHG emissions impacts compared with the impacts identified in the COMP EIR 1st Addendum. Thus, the GHG emissions impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding GHG emissions.

IX. Hazards and Hazardous Materials

For the environmental setting, refer to Section 4.8.2 of the COMP Draft EIR and page 98 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	**Draft EIR, pp. 4.8-2 to 4.8-6; Impacts 4.8-1 to 4.8-3** **EIR 1st Addendum, pp. 99–101**	**No**	**No**	**No**	**No**
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	**Draft EIR, pp. 4.8-2 to 4.8-6; Impacts 4.8-1, 4.8-4** **EIR 1st Addendum, pp. 99–100, 101–103**	**No**	**No**	**No**	**No**
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	**EIR 1st Addendum, pp. 103–104**	**N/A**	**No**	**No**	**N/A**

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	**Draft EIR, pp. 4.8-2 to 4.8-3; Impact 4.8-4** **EIR 1st Addendum, pp. 101–103**	**No**	**No**	**No**	**No**
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	**EIR 1st Addendum, p. 104**	**N/A**	**No**	**No**	**N/A**
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	**Draft EIR, pp. 4.8-6 to 4.8-7; Impact 4.8-3** **EIR 1st Addendum, pp. 101, 104**	**No**	**No**	**No**	**No**
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	**EIR 1st Addendum, p. 104**	**N/A**	**No**	**No**	**N/A**

Discussion of Checklist Answers:

Hazards or hazardous materials were adequately addressed in the COMP EIR. The COMP EIR did not identify any potentially significant impacts relating to hazards and hazardous materials that would require mitigation. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in decreased hazards and hazardous materials impacts compared to those identified in the COMP EIR.

The Proposed GP/COMP Amendments would not significantly alter the prior hazards and hazardous materials impact conclusions. Like the land use changes addressed in the COMP EIR 1st Addendum, the Proposed GP/COMP Amendments would replace light industrial uses with residential uses, reducing potential impacts related to hazards and hazardous materials because residential uses store and use far fewer hazardous materials than tech/business and light industrial uses. Moreover, as the proposed land use changes would not introduce development to properties not already planned for development, all site-specific hazards were addressed in the prior environmental documents. Moreover, construction for future residential development on the site would be subject to the same federal, state, and local regulations that apply to construction of all kinds to reduce and avoid hazards and hazardous waste (see, for example, GP Policies SE-3 and SE-4 to reduce the frequency of occurrence of accidental spills). As a result, development on Parcel CO-52 would not result in new

or more severe significant hazards and hazardous materials impacts compared with the impacts identified in the prior environmental documents and no mitigation is required.

Parcel CO-52 is not located within one-quarter mile of an existing or proposed school. Additionally, Parcel CO-52 is not located within an airport land use plan or within two miles of an airport. Finally, Parcel CO-52 is not located in an area susceptible to wildland fires. Therefore, checklist items (c), (e), and (g) do not apply.

Thus, the hazards and hazardous materials impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding hazards and hazardous materials.

X. Hydrology and Water Quality

For the environmental setting, refer to Section 4.4.2 of the COMP Draft EIR and page 106 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	**Draft EIR, p. 4.4-7; Impacts 4.4-4, 4.4-5** **EIR 1st Addendum, pp. 109–110**	**No**	**No**	**No**	**Yes**
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	**Draft EIR, p. 4.4-7; Impact 4.4-3** **EIR 1st Addendum, p 109.**	**No**	**No**	**No**	**Yes**

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i. Result in substantial erosion or siltation on- or off-site;	**Draft EIR, pp. 4.4-6 to 4.4-7; Impact 4.4-4** **EIR 1st Addendum, pp. 109–110**	**No**	**No**	**No**	**Yes**
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	**Draft EIR, pp. 4.4-1 to 4.4-7; Impact 4.4-2** **EIR 1st Addendum, p. 108**	**No**	**No**	**No**	**Yes**
iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff; or	**Draft EIR, pp. 4.4-6 to 4.4-7; Impact 4.4-4** **EIR 1st Addendum, pp. 109–110**	**No**	**No**	**No**	**Yes**
iv. Impede or redirect flood flows?	**Draft EIR, pp. 4.4-1 to 4.4-6; Impact 4.4-1** **EIR 1st Addendum, p. 107**	**No**	**No**	**No**	**Yes**
d) In flood hazard, tsunami or seiche zones, risk release of pollutants due to project inundation?	**EIR 1st Addendum, p. 111**	**N/A**	**No**	**No**	**N/A**
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	**Not Addressed**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Hydrology and water quality were adequately addressed in the COMP EIR. The COMP EIR concluded that development of the COMP area would not result in significant impacts related to flood flows within a designated 100-year floodplain, groundwater recharge and supply, or urban runoff pollution. Additionally, the COMP EIR concluded that the development would result in potentially significant impacts related to storm water runoff and erosion and sedimentation during construction, but identified mitigation measures to mitigate these impacts to a less-than-significant level. The COMP EIR 1st Addendum determined that converting part of the COMP area

from light industrial uses to mixed-use residential would result in similar hydrology and water quality impacts compared to those identified in the COMP EIR.

The Proposed GP/COMP Amendments would not significantly alter the prior hydrology and water quality impact conclusions. As the proposed land use changes would not introduce development to properties not already planned for development, all site-specific impacts were addressed in the prior environmental documents. After the COMP EIR and COMP EIR 1st Addendum were prepared, the West Placer County Groundwater Sustainability Agency adopted the North American Subbasin Groundwater Sustainability Plan, applicable to parts of Sutter, Placer, and Sacramento Counties, including the COMP area. Thus, neither of these documents addressed potential conflicts with the applicable groundwater management plan resulting from development of the COMP area. As explained in the GP EIR, the City's potable water is primarily supplied from surface water from Folsom Reservoir. While the City operates several groundwater wells, groundwater is a backup water supply that the City uses only in times of water shortage. Moreover, the City injects surplus water into the underlying aquifer during normal and wet years, which can later be extracted and used during dry years as needed. Accordingly, the GP EIR concluded that full buildout under the GP would not impede implementation of the applicable groundwater sustainability plan. No element of the Proposed GP/COMP Amendments would change this conclusion; thus, the Proposed GP/COMP Amendments would not impede implementation of the North American Subbasin Groundwater Sustainability Plan. Moreover, residential development on Parcel CO-52 would comply with all applicable COMP EIR mitigation measures, as well as all state and local requirements associated with water efficiency (discussed more below), ensuring that there would be no new or more severe significant hydrology and water quality impacts compared with the impacts identified in the prior environmental documents.

Due to its topography and location, the COMP area is not at risk of inundation by seiche, tsunami, or mudflow; therefore, checklist item (d) does not apply.

Thus, the hydrology and water quality impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the COMP EIR and the COMP EIR 1st Addendum.

Mitigation Measures: The following mitigation measures apply to development on Parcel CO-52:

- COMP EIR MM 4.4-2(a): Identify adequate detention facilities locations.
- COMP EIR MM 4.4-2(b): Contribute fair share fees to regional flood control facilities.
- COMP EIR MM 4.4-4: Implement erosion control plan.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding hydrology and water quality.

XI. Land Use and Planning

For the environmental setting, refer to Section 4.1.2 of the COMP Draft EIR and pages 112–113 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Physically divide an established community?	**EIR 1st Addendum, p. 117**	**No**	**No**	**No**	**No**
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	**Draft EIR, pp. 4.1-2 to 4.1-3, 4.1-7, 4.1-11; Appendix C; Impacts 4.1-1, 4.1-3, 4.1-4** **EIR 1st Addendum, pp. 114–117**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Land use and planning were adequately addressed in the COMP EIR. The COMP EIR concluded that developing the COMP area would result in less than significant impacts relating to land use conversion, conflicts with adjacent uses, and conflicts between internal uses. The COMP EIR 1st Addendum confirmed that the development would not physically divide an established community and determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in similar land use and planning impacts compared to those identified in the COMP EIR.

The Proposed GP/COMP Amendments would not significantly alter the prior land use and planning impact conclusions. Like the land use changes addressed in the COMP EIR 1st Addendum, the Proposed GP/COMP Amendments would replace light industrial uses with residential uses. The undeveloped parcel is situated between other undeveloped land to the north, recreational fields to the east, and multi-family residential parcels (to the west and south). Developing the site with residences instead of tech/business uses would not physically divide an established community, because the areas immediately surrounding the parcel vary in use and do not constitute a cohesive community. In fact, future development on Parcel CO-52 would be more consistent with adjacent multi-family residential parcels (to the west and south) than the existing land use. Moreover, any future development would comply with all applicable COMP EIR mitigation measures, ensuring that there would be no new or more severe significant land use compatibility impacts compared with the impacts identified in the prior environmental documents.

Thus, the land use and planning impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various

addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding land use and planning.

XII. Mineral Resources

For the environmental setting, refer to Section 4.3.2 of the COMP Draft EIR and page 118 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	**Draft EIR, p. 4.3-2; Impact 4.3-3** **EIR 1st Addendum, pp. 118–119**	**N/A**	**No**	**No**	**N/A**
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	**Draft EIR, p. 4.3-2; Impact 4.3-3** **EIR 1st Addendum, pp. 118–119**	**N/A**	**No**	**No**	**N/A**

Discussion of Checklist Answers:

There are no significant mineral resources within the COMP area, as detailed in the COMP Draft EIR and COMP EIR 1st Addendum; therefore, this checklist topic does not apply.

XIII. Noise

For the environmental setting, refer to Section 4.11.2 of the COMP Draft EIR and pages 120–123 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies?	**Draft EIR, pp. 4.11-5 to 4.11-7, 4.11-9 to 4.11-11; Impacts 4.11-1 to 4.11-3** **EIR 1st Addendum, pp. 125–132**	**No**	**No**	**No**	**Yes**
b) Generate excessive groundborne vibration or groundborne noise levels?	**EIR 1st Addendum, pp. 132–133**	**No**	**No**	**No**	**No**
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	**EIR 1st Addendum, p. 133**	**N/A**	**No**	**No**	**N/A**

Discussion of Checklist Answers:

Noise was adequately addressed in the COMP EIR. The COMP EIR did not identify any potentially significant noise impacts that would require mitigation. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would introduce new noise-sensitive uses into the COMP area. Additionally, the COMP EIR 1st Addendum explained that new development after the COMP EIR was certified increased the ambient noise within the COMP area. However, modeling showed that after converting some of the COMP area from light industrial uses to mixed-use residential, traffic noise would decrease at nine out of sixteen studied roadway segments and would only cause incremental increases at the other locations (the greatest being 0.1 dBA) (see COMP EIR 1st Addendum, Table 12-5). These incremental increases would not breach the commonly applied 3dBA threshold for significant impacts (*id*., p. 127). Indeed, the transportation evaluation memorandum prepared by Fehr & Peers determined that there would be a reduction in vehicle miles travelled in the COMP area (see Attachment B), with a commensurate reduction in traffic noise.

The Proposed GP/COMP Amendments would not significantly alter the prior operational noise impact conclusions. It would, eventually, insert residential units onto a parcel that was already planned for full buildout for by-right tech/business and other light industrial uses, which could create far more noise than residential units (e.g., from hundreds of day and evening delivery truck trips, industrial equipment, loading docks, truck backup alarms, etc., see COMP EIR 1st Addendum, p. 129; GP EIR, p. 4.6-21). By contrast, residential noise sources would most likely occur primarily during daytime hours and would be typical and expected in a residential environment. And, as demonstrated in the COMP EIR 1st Addendum, traffic noise associated with a conversion from light industrial uses to mixed-use residential would result in only incremental noise increases on only some roadway segments, whereas other segments would see decreases. Thus, operational noise would likely end up being less under the Proposed GP/COMP Amendments than it would have been under the approved existing use.

Moreover, construction of residential uses would result in noise impacts similar to those that would result from construction of by-right industrial uses on the same acreage. The COMP EIR 1st Addendum identified construction-related mitigation measures to mitigate any potential noise impacts associated with construction to a less-than-significant level. At the same time, construction activities would comply with the City's Noise Ordinance, which limits construction noise to between 7 AM and 7 PM on weekdays and 8 AM to 8 PM on weekends, outside of time periods when residents are sleeping or are otherwise particularly sensitive to noise.

Residential development on Parcel CO-52 would comply with all applicable mitigation measures identified in the COMP EIR 1st Addendum, ensuring that there would be no new or more severe significant construction or operational noise impacts compared with the impacts identified in the prior environmental documents.

The COMP area is not located within an airport land use plan or within two miles of an airport; therefore, checklist item (c) does not apply.

Mitigation Measures: The following mitigation measures apply to development on Parcel CO-52:

- COMP EIR 1st Addendum MM 12-1(a): Limit construction activities to daytime hours.
- COMP EIR 1st Addendum MM 12-1(b): Provide information at construction sites.
- COMP EIR 1st Addendum MM 12-1(c): Measures for construction within 800 feet of a residence.
- COMP EIR 1st Addendum MM 12-2(a): Acoustical review (only applicable for future development including rooftop mechanical equipment within 300 feet of residential uses).

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding noise.

XIV. Population and Housing

For the environmental setting, refer to Section 4.2.2 of the COMP Draft EIR and pages 136–137 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	**Draft EIR, pp. 4.2-1 to 4.2-6, 6-18; Impacts 4.2-1 to 4.2-3** **EIR 1st Addendum, pp. 138–140**	**No**	**No**	**No**	**No**
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	**EIR 1st Addendum, pp. 140–141**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Population and housing were adequately addressed in the COMP EIR. The COMP EIR concluded that development of the COMP area would not result in significant impacts relating to employment, housing supply, or the jobs/housing balance within the City. The COMP EIR 1st Addendum confirmed that development of the COMP area would not displace any existing housing, and determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in similar population and housing impacts compared to those identified in the COMP EIR.

The Proposed GP/COMP Amendments would not significantly alter the prior population and housing impact conclusions. Parcel CO-52 does not currently include residential using that would be displaced. While the Proposed GP/COMP Amendments would increase the number of residential units within the plan area, this would contribute to the City's substantial unmet regional housing needs allocation of 12,066 housing units (including 6,178 Very-Low-Income/Low-Income Units) for 2021 through 2029. Moreover, the increase would not exceed planned growth under full buildout of the City's GP, which could accommodate 22,300 additional housing units through 2035 (see GP EIR, pp. 4.2-10 to 4.2-11).

Additionally, marginal increases in growth alone do not translate into adverse effects on the environment; rather, the impacts associated with growth relate to the resulting physical changes to various kinds of natural resources. As discussed throughout this Addendum, the Proposed GP/COMP Amendments would not increase the amount of developed acreage planned for Parcel CO-52; therefore, the resulting physical impacts to various natural resources would not significantly differ from those identified in the prior environmental documents.

Thus, the population and housing impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding population and housing.

XV. Public Services

For the environmental setting, refer to Section 4.12.2 of the COMP Draft EIR and pages 143–146 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
Fire protection?	**Draft EIR, pp. 4.12-9 to 4.12-10, 4.12-16; Impact 4.12-8** **EIR 1st Addendum, p. 148**	**No**	**No**	**No**	**No**
Police protection?	**Draft EIR, pp. 4.12-8 to 4.12-9, 4.12-16 to 4.12-17; Impact 4.12-7** **EIR 1st Addendum, pp. 147–148**	**No**	**No**	**No**	**No**
Schools?	**Draft EIR, pp. 4.12-14 to 4.12-15, 4.12-17; Impact 4.12-14** **EIR 1st Addendum, pp. 149–150**	**No**	**No**	**No**	**No**
Parks?	**EIR 1st Addendum, p. 154**	**No**	**No**	**No**	**No**

Other public facilities?	**Draft EIR, p. 4.12-15; Impact 4.12-15** **EIR 1st Addendum, pp. 150–151**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Public Services were adequately addressed in the COMP EIR. The COMP EIR concluded that development of the COMP area would not result in potentially significant impacts to public services requiring mitigation. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would not result in any new or more severe significant impacts compared with the impacts identified in the COMP EIR.

For fire protection infrastructure, existing City codes and regulations require adequate water pressure in the water lines, and construction must comply with the Uniform Fire and Building Codes used by the City of Roseville. The Applicant is required to pay a fire service construction fee, which is used for purchasing capital facilities for the City Fire Department. For police and fire protection services, properties in the COMP provide funding via the Municipal Services Community Facilities District (CFD), CFD No. 3, in addition to funding generated by sales taxes and property taxes resulting from development that will add revenue to the General Fund, which provides funding for those police and fire services. For park maintenance (among other services), the Applicant will be required to provide funding via Community Facilities District No. 2, which provides funding for park maintenance (and other public services). For other public facilities, the COMP area would be adequately served by existing libraries, and the City charges fees for end-users for other services, such as garbage and green waste collection, in order to fund those services.

For schools, the Proposed GP/COMP Amendments involve an increase in residential units within the COMP area and, therefore, a potential slight increase in students. Consistent with City policy, the original Campus Oaks developer was required under the Campus Oaks Development Agreement to enter into mutual benefit impact fee agreements with the Roseville City School District and the Roseville Joint Union High School District to fully mitigate school impacts from development of the Campus Oaks project. If those agreements were not recorded against the Parcel CO-52 property, the applicant, in accordance with the Campus Oaks Development Agreement, will need to enter into separate mutual benefit fee agreements with the respective school district(s). As a result, any increase in students associated with the Proposed GP/COMP Amendments would not translate into a more severe environmental impact than what was anticipated in the COMP EIR and COMP EIR 1st Addendum.

Regarding parks, the Applicant would be required to pay the Citywide Park Fee and Neighborhood Park Fee, established in 1989 by Chapter 4.38 of the Roseville Municipal Code. These fees are collected from all new residential dwelling units within the Roseville City limits and are adjusted every year based on the inflation rate for construction costs. The Citywide Park Fee is allocated for large-scale active recreation facilities intended to serve the entire City and is typically located within identified Citywide parks (see COMP EIR 1st Addendum, p. 153). The Applicant would also be required to pay the Neighborhood Park Fee to fund construction of neighborhood parkland in Campus Oaks. Payment of these fees would ensure that there would be no new or more severe significant impacts to existing parks compared with the impacts identified in the prior environmental documents.

Thus, the Proposed GP/COMP Amendments would not significantly alter the prior public service impact conclusions and fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding public services.

XVI. Recreation

For the environmental setting, refer to pages 152–153 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	**EIR 1st Addendum, p. 154**	**No**	**No**	**No**	**No**
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	**EIR 1st Addendum, p. 154**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

As the original master plan did not anticipate residential development or parks and recreation facilities within the COMP area, the COMP EIR did not address recreational impacts. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would not result in any new recreation impacts.

The Proposed GP/COMP Amendments would not significantly alter the prior recreation impact conclusions. The Applicant would be required to pay the Citywide Park Fee and the Neighborhood Park Fee, established in 1989 by Chapter 4.38 of the Roseville Municipal Code. These fees are collected from all new residential dwelling units within the Roseville City limits and are adjusted every year based on the inflation rate for construction costs. The Citywide Park Fee is allocated for large-scale active recreation facilities intended to serve the entire City and is

typically located within identified Citywide parks (see COMP EIR 1st Addendum, p. 153). The Neighborhood Park Fee funds construction of neighborhood parkland in Campus Oaks. Payment of these fees would ensure that there would be no new or more severe significant impacts to existing parks compared with the impacts identified in the prior environmental documents.

The Proposed GP/COMP Amendments do not, at this time, include the development of any recreational facilities that might have an adverse effect on the environment.

Thus, the recreation impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding recreation.

XVII. Transportation/Traffic

For the environmental setting, refer to Section 4.9.2 of the COMP Draft EIR and pages 158–168 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	**Draft EIR, pp. 4.9-2 to 4.9-20, 4.9-22 to 4.9-23; Impacts 4.9-1 to 4.9-8** **EIR 1st Addendum, pp. 169–179**	**No**	**No**	**No**	**Yes**
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	**EIR 1st Addendum, p. 180.**	**N/A**	**N/A**	**N/A**	**N/A**

c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?	**EIR 1st Addendum, p. 180**	**No**	**No**	**No**	**No**
d) Result in inadequate emergency access?	**EIR 1st Addendum, p. 180**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Transportation and traffic were adequately addressed in the COMP EIR. The COMP EIR addressed impacts at various roadway segments and intersections within the City and concluded that some of those impacts could be mitigated to a less-than-significant level and that others would not require mitigation. Additionally, the COMP EIR concluded that the development would not result in significant impacts to roadways outside of the City or to demand for transportation-related bicycle trips. Finally, the COMP EIR concluded that the development would have a potentially significant impact on transit service demand, but identified mitigation measures to mitigate that impact to a less-than-significant level. The COMP EIR 1st Addendum confirmed that the development would not result in hazards from geometric design features or inadequate emergency access, and identified additional mitigation measures to ensure that potential impacts resulting from recent roadway and transit changes would remain less than significant. Additionally, the COMP EIR 1st Addendum included an analysis of vehicle miles traveled (VMT)[6] comparing the proposed conversion of part of the COMP area from light industrial uses to mixed-use residential to the original land uses assessed in the COMP EIR. The COMP EIR 1st Addendum concluded that the changes would reduce VMT by 38 percent.

The Proposed GP/COMP Amendments would not significantly alter the prior transportation and traffic impact conclusions. Fehr & Peers prepared a transportation evaluation memorandum for the COMP area and the entirety of the Proposed Project (see Attachment B). Fehr & Peers concluded that VMT in and around the COMP area would be reduced by 4,889 VMT with an overall net reduction for the entirety of the Proposed Project of approximately 2,376 VMT.[7] This decrease is in part attributable to the fact that, for Parcel CO-52, average vehicle trip length would decrease from 7.6 miles to 5.0 miles due to the change in use, more than offsetting an increase in daily trips.

[6] Here (and in the COMP EIR 1st Addendum), the VMT analysis is for informational purposes only, as a conservative measure, to provide decisionmakers with as much information as possible. Its inclusion in these addenda is not required under CEQA because it was not required or included in the COMP EIR. CEQA's VMT analysis requirement, which went into effect on July 1, 2020, only applies to documents released to the public after that date (see CEQA Guidelines, §§ 15064.3(c), 15007, 15008). The COMP EIR, on which this Addendum primarily relies, was prepared in 1996; thus, a VMT analysis was not required in the COMP EIR, and nor is it required in this Addendum (see *Olen Properties Corp. v. City of Newport Beach* (2023) (case no. G061427; 2023 WL 4399077, currently awaiting formal citation).

[7] The Proposed Project would modestly increase the number of daily vehicle trips, which is not relevant to VMT analysis but rather is relevant to analysis of level of service (LOS), which is a factor that is no longer a CEQA issue. As of December 28, 2018, "automobile delay, as described solely by [LOS] or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment" under CEQA, except for roadway capacity projects (*Citizens for Positive Growth & Preservation v. City of Sacramento* (2019) 43 Cal.App.5th 609, 625–626).

Additionally, the Proposed GP/COMP Amendments would neither introduce any hazards resulting from circulation design nor present any significant safety risks associated with emergency access because no circulation design or site access is being proposed for Parcel CO-52 at this time and, nevertheless, any future development on Parcel CO-52 would comply with City and COMP design criteria and all applicable state standards associated with emergency access.

Thus, the transportation and traffic impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents, and indeed would reduce VMT below what would occur under conditions predicted previously.

Mitigation Measures: None.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding transportation and traffic.

XVIII. Tribal Cultural Resources

For the environmental setting, refer to Section 4.6.2 of the COMP Draft EIR and pages 82–83 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments cause a substantial adverse change in the significance of a Tribal Cultural Resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
(i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	**Draft EIR, pp. 4.6-5 to 4.6-6; Impacts 4.6-1, 4.6-3** **EIR 1st Addendum, pp. 83–85**	**No**	**No**	**No**	**Yes**

(ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	**Draft EIR, pp. 4.6-5 to 4.6-6; Impacts 4.6-1, 4.6-3** **EIR 1st Addendum, pp. 83–85**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

After the COMP EIR was certified, the Legislature enacted Assembly Bill (AB) 52 (2014), which requires specific consideration of impacts to Tribal Cultural Resources resulting from projects subject to CEQA review. Thus, the COMP EIR and COMP EIR 1st Addendum did not specifically address impacts to Tribal Cultural Resources resulting from development of the COMP area. Instead, these impacts were addressed as part of the general cultural resources analysis, as was common practice prior to AB 52. As discussed above, the COMP EIR concluded that, with mitigation, development in the COMP area would not result in significant impacts to cultural resources, inclusive of all known Tribal Cultural Resources in the area of potential effect at that time.

Since the prior environmental documents were prepared, the COMP area has been disturbed and no Tribal Cultural Resources have been identified in the area. However, it is possible that construction activities on Parcel CO-52 will uncover currently unknown Tribal Cultural Resources. In June 2023, as part of tribal consultation required under Senate Bill 18 (requiring local governments to consult with tribes prior to amending a general plan), the City sent notification to several tribes that had previously requested notification. On June 7, 2022, a representative for the United Auburn Indian Community (UAIC) responded and requested consultation and stated that they were aware of Tribal Cultural Resources on or near the affected area and suggested that they likely would need to conduct a survey for Tribal Cultural Resources and possibly request additional measures prior to development. Per the Tribe (verbatim), the UAIC is a federally recognized Tribe comprised of both Miwok and Maidu (Nisenan) Tribal members who are traditionally and culturally affiliated with the project area. The Tribe has a deep spiritual, cultural, and physical ties to their ancestral land and are contemporary stewards of their culture and landscapes. The Tribal community represents a continuity and endurance of their ancestors by maintaining their connection to their history and culture. It is the Tribe's goal to ensure the preservation and continuance of their cultural heritage for current and future generation. On June 9, 2022, the City responded and informed the UAIC that no development is being proposed as part of the application and that the Project site(s) have been environmentally assessed. The City also provided website links to the appropriate environmental documents. The City followed up two additional times and on July 10, 2023, UAIC responded, again suggested that surveys may be required prior to any development design and also indicating that the resource(s) may have already been destroyed.

On August 7, 2023, staff met with representatives from the UAIC on Parcel CO-52 for a project site visit, so that the Tribe could have an opportunity to identify any Tribal Cultural Resources that may be present onsite. As well, per the Tribe (verbatim), UAIC conducted background search for the identification of Tribal Cultural Resources for this project, which included a review of pertinent literature, historic maps, and a records search using UAIC's Tribal Historic Information System (THRIS). UAIC's THRIS database is composed of UAIC's areas of oral history, ethnographic history, and places of cultural and religious significance, including UAIC Sacred Lands that are submitted to the Native American Heritage Commission (NAHC). The THRIS resources shown in this region also include previously recorded indigenous resources identified through the California Historic Resources Information System Center (CHRIS) as well as historic resources and survey data. During the site visit, the UAIC representatives expressed the opinion that there did not appear to be any Tribal Cultural Resources present on the project site. The UAIC later suggested a measure for inclusion in this document to mitigate for any unanticipated discoveries of Tribal Cultural Resources, which was thereafter revised in consultation with the Tribe and finalized upon tribal approval.

As discussed above in the Description of the Proposed GP/COMP Amendments and Section V, Cultural Resources, the COMP area has been heavily disturbed, resulting in the elimination of two cultural resources at some time between 1991 and 2005. Parcel CO-52, in particular, has undergone years of years of discing, grading, and other site disturbance associated with the installation of infrastructure, with no cultural resources or Tribal Cultural Resources being inadvertently discovered in the process. California Public Resources Code section 15064.5 requires that "[w]hen an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the NAHC as provided in Public Resources Code section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC." Here, however, no previously certified or adopted environmental review, study, or site survey has identified any Tribal Cultural Resources.

Nevertheless, compliance with supplemental mitigation measure Parcel CO-52 MM TCR-1 will ensure that any future development on Parcel CO-52 would not result in new impacts to Tribal Cultural Resources or more severe impacts to those same resources than impacts identified in the prior environmental documents.

Thus, the Tribal Cultural Resources impacts of the Proposed GP/COMP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measure applies to development on Parcel CO-52:

- Parcel CO-52 MM TCR-1: Unanticipated discoveries:

  The following mitigation measure is intended to address the evaluation and treatment of inadvertent/unanticipated discoveries of potential Tribal Cultural Resources (TCRs) during a project's ground disturbing activities.

  a) If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make written recommendations for further evaluation and treatment as necessary.

  b) When avoidance is infeasible, preservation in place is the preferred option for mitigation of TCRs under CEQA and UAIC protocols, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving

objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by UAIC or by the California Native American Tribe that is traditionally and culturally affiliated with the project area.

c) The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. The City will consult with the tribe(s) and implement appropriate treatment measures. Preservation in place is the preferred treatment, if feasible. Work shall not resume within the no-work radius until the City, through consultation, determines that the treatment measures have been completed to its satisfaction, consistent with the requirements of CEQA and the Public Resources Code.

d) Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied.

Conclusion: With implementation of the mitigation measure, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding Tribal Cultural Resources.

XIX. Utilities and Service Systems

For the environmental setting, refer to Sections 4.12.2 and 4.4.2 of the COMP Draft EIR and pages 184–187 of the COMP EIR 1st Addendum.

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	**Draft EIR, pp. 4-4-6, 4.12-6 to 4.12-8, 4.12-11 to 4.12-16; Impacts 4.4-2, 4.12-3, 4.12-5, 4.12-6, 4.12-11 to 4.12-13** **EIR 1st Addendum, pp. 188–189, 191–193, 195–197**	**No**	**No**	**No**	**Yes**

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	**Draft EIR, pp. 4.12-1 to 4.12-7, 4.12-15 to 4.12-16; Impacts 4.12-1, 4.12-2, 4.12-4** **EIR 1st Addendum, pp. 189–191, 192**	**No**	**No**	**No**	**No**
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	**Draft EIR, pp. 4.12-7 to 4.12-8, 4.12-16; Impacts 4.12-5, 4.12-6** **EIR 1st Addendum, pp. 192–193**	**No**	**No**	**No**	**No**
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	**Draft EIR, pp. 4.12-10 to 4.12-11, 4.12-17; Impacts 4.12-9, 4.12-10** **EIR 1st Addendum, pp. 193–195**	**No**	**No**	**No**	**No**
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	**EIR 1st Addendum, p. 197**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Utilities and services systems were adequately addressed in the COMP EIR. The COMP EIR concluded that the development of the COMP area could result in a potentially significant impact relating to storm water drainage but identified mitigation measures to mitigate this impact to a less-than-significant level. Otherwise, the COMP EIR did not identify any other potentially significant utilities and service system impacts. The COMP EIR 1st Addendum determined that converting part of the COMP area from light industrial uses to mixed-use residential would result in utilities and service system impacts similar to those identified in the COMP EIR.

A technical memorandum addressing utilities demands of the Proposed GP/COMP Amendments was prepared by the civil engineering firm Morton & Pitalo (see Attachment C). Morton & Pitalo concluded that the land use change on Parcel CO-52 would result in a decrease in the following: drainage flows (same as demonstrated in the COMP EIR 1st Addendum); solid waste (same as demonstrated in the COMP EIR 1st Addendum); and electricity usage (-0.39 megawatts).

Drainage flows decrease, primarily, because high-density residential land uses consist of approximately 65 percent impervious surfaces, while tech/business/light industrial land uses consist of approximately 85 percent impervious surfaces, resulting in a 20 percent increase in the amount of area that can absorb onsite stormwater flows. Solid waste decreases because tech/business/light industrial land uses result in a higher tonnage of waste produced than high-density residential land uses. Additionally, the life of the Western Regional Sanitary Landfill, which serves the area, was recently extended from 2058 to 2110. Likewise, electricity usage decreases when converting land from a tech/business/light industrial land use to a high-density residential land use. Consequently, the impacts associated with stormwater drainage, electricity, and solid waste would not alter the prior impact conclusions associated with these utilities and would fall within the scope of the impacts already analyzed in the prior environmental documents.

Morton & Pitalo concluded that the land use change on Parcel CO-52 would result in slight increases in: water demand (+ 5.1 acre-feet per year [AFY]); sewer demand (+0.139 million gallons per day [MGD] during peak weather flow [PWWF]); and recycled water demand (+4.95 AFY]). However, these slight increases would not result in a significantly increased impact (explained below).

Water in the City of Roseville comes primarily from the U.S. Bureau of Reclamation via Folsom Lake, but the City also maintains contracts with the Placer County Water Agency to obtain additional water as needed (see GP EIR, p. 2-33). Through these surface water sources, the City's is able to adequately supply water, and will continue to be able to adequately supply water into the foreseeable future, as the City's projected water use in 2040 is 50,907 AFY and it will have the capacity to provide 66,000 AFY (see GP EIR, p. 2-34). Additionally, the City maintains several groundwater wells that, if necessary, can deliver up to 17,000 AFY supplemental water to the City (see GP EIR, p. 2-34). Thus, the City has more than enough water for any future development on Parcel CO-52. In any event, the 2015 change in COMP area land uses (addressed in the COMP EIR 1st Addendum) reduced the water demand of the area from the original 1996 land uses by 196.93 AFY. This current increase in water demand, therefore, would result in the COMP area still demanding less water (191.83 AFY less) than in 1996. Accordingly, per Morton & Pitalo, "[t]he additional 5.1 AFY should not be a significant impact to the City of Roseville Water Supply."

The increase in wastewater (sewer usage), likewise, would not result in an increased impact. Per Morton & Pitalo:

> [t]here is an existing 42" sewer trunk line within Woodcreek Oaks Blvd that has sufficient capacity to receive additional flows. The existing Campus Oaks sewer collection system has been reviewed and there is sufficient capacity within the Painted Dessert and Crimson Ridge sewer pipelines to convey the project flows to Woodcreek Oaks Blvd. (Refer to Appendix A). All collection pipelines operate within the City of Roseville Design standards except for the 10-inch line within Painted Dessert Drive. The allowable depth of flow for a 10-inch pipe is 70% depth or 7 inches. The resulting depth of flow in this pipe segment is 7.08 inches which will no[t] adversely affect the pipeline and within standard engineering tolerances.

Accordingly, the additional wastewater produced by the Proposed GP/COMP Amendments would not significantly impact the City's conveyance and collection facilities.

Recycled water was not available in the City at the time the 1996 COMP was approved, so it was not assessed in the COMP EIR. The COMP EIR 1st Addendum found that approximately 65.90 AFY of recycled water would be used for the 2015 COMP amended land uses at that time. The Proposed GP/COMP Amendments would increase this demand by 4.95 AFY. Per the GP EIR, "[a]ccording to the South Placer Wastewater Authority, on an annual average basis through 2050, there is sufficient supply for all future demand [of recycled water] within the sewer service area" (GP EIR, p. 2-35). Although some concerns exist for future supplies of recycled water, recycled water plants are being expanded, have been expanded, or will be expanded to fulfill future needs (GPR EIR, p. 2-36). No matter, the Proposed GP/COMP Amendments would overall reduce water demand from what was approved in the 2015 land use amendments and analyzed in the COMP EIR 1st Addendum. Thus, the

Proposed GP/COMP Amendments would not significantly alter the prior utilities and service system impact conclusions and fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measure applies to development on Parcel CO-52.

- COMP EIR MM 4.4-2(a): Identify adequate detention facilities locations.

Conclusion: The Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding utilities and service systems.

XX. Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

Discussion of Checklist Answers:

The COMP area is not located within or near a state responsibility area and is not located within a Very High Fire Hazard Severity Zone (see GP EIR, p. 4.10-27); therefore, this checklist topic does not apply.

XXI. Mandatory Findings of Significance

Would the Proposed GP/COMP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior COMP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	**Draft EIR, pp. 4.5-3 to 4.5-12, 4.6-5 to 5.6-6; Impacts 4.5-1, 4.5-4 to 4.5-8, 4.6-1 to 4.6-3** **See Sections IV, V, VII, and XVIII, above**	**No**	**No**	**No**	**Yes**

b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects.)	**Draft EIR pp. 6-1 to 6-19** **EIR 1st Addendum, pp. 200–205**	**No**	**No**	**No**	**Yes**
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	**Draft EIR, pp. 4.8-2 to 4.8-6, 4.10-2 to 4.10-13, 4.11-5 to 4.11-7, 4.11-9 to 4.11-11; Impacts 4.8-1 to 4.8-4, 4.10-1 to 4.10-4, 4.10-7, 4.11-1 to 4.11-3** **See Sections III, VIII, XI, X, and XIII, Above**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

With implementation of the City's Mitigating Ordinances, Guidelines, and Standards and best management practices, mitigation measures described in the COMP EIR and the COMP EIR 1st Addendum and listed in this document, and permit conditions, the Proposed GP/COMP Amendments will not exceed the scope of any impact contemplated in the prior environmental documents associated with habitat, species, historic/prehistoric resources, or adverse effects on human beings. Furthermore, cumulative impacts associated with the Proposed GP/COMP Amendments would not exceed those contemplated in the COMP EIR and the COMP EIR 1st Addendum because no individual impact exceeds the scope of that same impact in those environmental documents. Nevertheless, the cumulative effects of the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments (aka, the Proposed Project) are analyzed in a separate section of the Combined CEQA Document.

Mitigation Measures: See above checklist sections for applicable mitigation measures.

Conclusion: With the implementation of the applicable mitigation measures listed in this Addendum checklist, the Proposed GP/COMP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the COMP EIR, as modified by its various addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding the mandatory findings of significance.

ENVIRONMENTAL DETERMINATION

Based on analysis conducted in this Addendum, the previously certified COMP EIR, and the COMP EIR 1st Addendum, it is determined that implementation of Proposed GP/COMP Amendments, as described herein, would not result in any new or substantially more severe significant environmental impacts, either directly or as a result of new circumstances or information. The City may take the following actions in compliance with CEQA:

- Adopt the Addendum;
- Approve the COMP amendment, MPP Stage 1 Modification, and rezone for Parcel CO-52;
- Approve the General Plan amendment for Parcel CO-52; and
- Approve the Amended Development Agreement.

In reviewing the site-specific information provided for these Proposed GP/COMP Amendments and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this action and determined that the findings of CEQA Guidelines Section 15162 concerning the decision not to prepare a subsequent EIR and the findings of CEQA Guidelines Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the HEWLETT-PACKARD CAMPUS OAKS ENVIRONMENTAL IMPACT REPORT (SCH# 95112022, certified June 5, 1996), the Lead Agency makes the following findings:

[**X**] No substantial changes are proposed to the COMP which would require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

[**X**] No changed circumstances would require major revisions of the previous EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

[**X**] There is no new information of substantial importance of the kind set forth in CEQA Guidelines section 15162, subdivision (a)(3), that was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete.

Addendum Prepared by:

Kinarik Shallow

Kinarik Shallow, Associate Planner
City of Roseville, Development Services–Planning Division

CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION

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12th ADDENDUM TO THE SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2008032115, CERTIFIED ON MAY 5, 2010)

Project Title/File Number: Campus Oaks and Sierra Vista Land Use Amendments Project in Western Roseville (File No. PL23-0064) — Proposed General Plan/Sierra Vista Specific Plan Amendments

Project Location: Sierra Vista Specific Plan Area, 3380 Pleasant Grove Boulevard, 4201 Santucci Boulevard, and 1600 Westbrook Boulevard:

- Parcel WB-30 (APN 496-100-027-000)
- Parcel WB-32 (APN 496-100-034-000)
- Parcel WB-52 (APN 496-100-028-000)
- Parcel FD-34 (APN 498-020-014-000)

Project Description: Applicant requests:

- Density bonuses and changes to the affordable housing obligations on Parcels WB-30, WB-32, and FD-34 to: (i) allow 118 additional Low-Income Units on Parcel WB-30; (ii) allow 64 new Low-Income Units on Parcel WB-32; (iii) allow 84 new Very-Low-Income Units on Parcel FD-34; (iv) convert all currently allocated Very-Low-Income Units on Parcels WB-30 and WB-32 to Low-Income Units (transferring the Very-Low-Income Unit obligation to Parcel FD-34); and (v) convert all currently allocated Low-Income Units on Parcel FD-34 to Very-Low-Income Units (receiving transfer of the Very-Low-Income Unit obligation from Parcels WB-30 and WB-32);
- A General Plan and Specific Plan Amendment and Rezone to modify the land use of Parcel WB-52 from Park and Recreation to High-Density Residential and to change the zoning to Multi-Family Housing;
- Abandonment of the 20-foot public access easement on Parcel WB-30; and
- A 3rd Amendment to the Westbrook Development Agreement and a 6th Amendment to the Federico Development Agreement to reflect the proposed changes to the affordable housing obligations, density bonuses, and land use changes.

Project Applicant: Greg Bardini, Morton & Pitalo, Inc.

Property Owners: Pine Island Apartments, LLC and FD34 Development LLC
Contact: Scott Canel

Lead Agency Contact: Kinarik Shallow, Associate Planner, (916) 746-1309

Date: August 16, 2023

The California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) sections 15162 through 15164 deal with what is often called "subsequent review" under the statute. These sections are based on statutory language found in Public Resources Code section 21166. CEQA Guidelines section 15162 sets forth the conditions and facts that require a public agency, in considering a proposed project connected to a previously certified final environmental impact report (EIR), to prepare a so-called "subsequent EIR." Section 15163, in turn, identifies conditions and facts in which a "supplement to an EIR" may suffice in lieu of a full subsequent EIR. Section 15164, in turn, sets forth the conditions and facts in which neither one of these two documents is necessary, so that an addendum to the previously certified final EIR may suffice. In general, an addendum to a previously certified final EIR may be prepared for a project where only minor technical changes or additions are necessary or where none of the conditions calling for the preparation of a subsequent EIR have occurred. Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the certified final EIR for consideration by the hearing body.

In *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 949 ("*Friends*"), the California Supreme Court explained that "[o]nce a project has been subject to environmental review and received approval, [Public Resources Code] section 21166 and CEQA Guidelines section 15162 limit the circumstances under which a subsequent or supplemental EIR must be prepared. These limitations are designed to balance CEQA's central purpose of promoting consideration of the environmental consequences of public decisions with interests in finality and efficiency." The subsequent review provisions, accordingly, are "designed to ensure that an agency that proposes changes to a previously approved project "explore[s] environmental impacts *not* considered in the original environmental document" (*id*. at p. 951 [italics added]). "This assumes that at least some of the environmental impacts of the modified project were considered in the original environmental document, such that the original document retains some relevance to the ongoing decisionmaking process. A decision to proceed under CEQA's subsequent review provisions must thus necessarily rest on a determination—whether implicit or explicit—that the original environmental document retains some informational value" (*ibid*). Consistent with these legal principles and CEQA Guidelines provisions governing subsequent review, the City of Roseville ("City") prepared the analysis below in order to determine whether any of the conditions described in section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred.

Here, the relevant final EIR was prepared and certified for the Sierra Vista Specific Plan (SVSP) in 2010 (SVSP EIR). That document combined project-level review for most areas (including Parcel FD-34) and program-level review for the so-called Urban Reserve (UR) land use (including what later became Parcels WB-30, WB-32, and WB-52). Subsequently, in 2012, the entire UR area was given General Plan, Specific Plan, and zoning designations anticipating a mix of residential, retail, commercial, public space, and open space uses, named the Westbrook Area, after being environmentally analyzed in a mitigated negative declaration (MND) that included project-level review of the Westbrook area (WSP MND). Taken together, the programmatic analysis of the UR area in the SVSP EIR and the project-level analysis for the former UR area in the WSP MND create the practical equivalent of a project-level EIR for the former UR area, matching the project-level analysis for the rest of the SVSP area found in the SVSP EIR. Additionally, the City adopted several addenda to the SVSP EIR and one to the WSP MND in connection with various plan, zoning, and development agreement amendments.

For the purposes of analyzing the Proposed General Plan and Specific Plan Amendments ("Proposed GP/SVSP Amendments"), the prior EIR under consideration is the SVSP EIR, as augmented by the project-level analysis for the former UR areas set forth in the WSP MND (and any applicable addenda). For purposes of the subsequent review provisions of the CEQA Guidelines, these two documents are treated as the practical equivalent a single, complete, integrated project-level EIR for the former UR areas, in which three of the four subject parcels are located. After conducting its analysis in light of the SVSP EIR and WSP MND, the City determined that an addendum to the SVSP EIR (inclusive of the WSP MND) is the appropriate environmental document for the SVSP project, as discussed and demonstrated below. This Addendum appropriately focuses only on those aspects of the SVSP project or its impacts that require additional discussion in light of the environmental analysis already found in the SVSP EIR and related CEQA documents (see *Friends*, *supra*, 1 Cal.5th at p. 951).

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Environmental Determination **54**

DESCRIPTION OF PROPOSED GENERAL PLAN/SIERRA VISTA SPECIFIC PLAN AMENDMENTS

As described in the introduction to the Combined CEQA Document, the Proposed General Plan/Sierra Vista Specific Plan Amendments ("Proposed GP/SVSP Amendments") make up one component of the proposed Campus Oaks and Sierra Vista Land Use Amendments Project in Western Roseville ("Proposed Project"). While the Proposed Project involves a series of actions within two distinct planning areas in the City, the actions are interrelated and therefore have been reviewed together in a single CEQA document (as explained in the introduction to the Combined CEQA Document). However, because the two components of the Proposed Project are subject to different land use plans and previously certified CEQA documents, these components are considered in two separate but coordinated addenda, to avoid confusion and ensure the most appropriate CEQA analysis is conducted.

In total, the Proposed Project will add 551 new housing units (including 266 new income-restricted units) to the City, distributed between the SVSP and Campus Oaks Master Plan (COMP) areas. The Proposed Project would also transfer affordable housing obligations from Parcel CO-52 in the COMP area to parcels in the SVSP area.The Proposed Project would require various amendments to the SVSP and COMP, the City's GP, and applicable development agreements (DAs), a Major Project Permit Stage 1 Modification to change the COMP, and zoning changes.

This Addendum addresses the Proposed GP/SVSP Amendments component of the Proposed Project, which would involve various land use changes on Parcels WB-30, WB-32, WB-52, and FD-34 (the "affected parcels").

Background and Environmental Setting

The Sierra Vista Specific Plan (aka, SVSP) was adopted on May 5, 2010.[1] At that time, the City of Roseville ("City") certified an environmental impact report (EIR) for the plan (SVSP EIR) and adopted a mitigation monitoring program (MMP). The SVSP EIR analyzed most of the SVSP area on a project level, but analyzed the Westbrook portion of the SVSP area (then identified as "Urban Reserve") on a program level. On June 15, 2012, the City approved the Westbrook Specific Plan Amendment to the SVSP (WSP) to change land uses for the Westbrook area. The City adopted a mitigated negative declaration (MND) for the WSP (WSP MND). The WSP MND analyzed the Westbrook area on a project level, updating the programmatic Westbrook-specific environmental analysis contained in the SVSP EIR. At that time, the WSP MND applied all project-level SVSP EIR mitigation measures to the Westbrook area.

In the years since, the City has adopted various addenda to the SVSP EIR and the WSP MND. In 2016, the City amended the GP and SVSP, amongst other entitlements, to reconfigure the land use designation of 240.4 acres within the Westbrook Area. This action included the transfer of a 162-unit affordable housing obligation from Parcel WB-16 to Parcels WB 30 and WB-32. These actions were analyzed in a first addendum to the WSP MND ("WSP MND 1st Addendum") that was adopted on February 26, 2016. In 2017, the City approved various changes to land use designations, zoning, parcel boundaries, and other entitlements within the SVSP area for several parcels, including Parcel FD-34. These actions were analyzed in a first addendum to the SVSP EIR ("SVSP EIR 1st Addendum") that was adopted on November 2, 2017.[2]

[1] The current version of the SVSP is available at: https://www.roseville.ca.us/government/departments/development_services/planning/specific_plans_planning_areas/sierra_vista_specific_plan.

[2] Parcel FD-34 is identified in the SVSP EIR 1st Addendum as Parcel FD-60, which was its number prior to parcel re-numbering and land use changes that took effect several years ago.

Several other addenda have since been prepared for the SVSP EIR and are listed below, but none involve the affected parcels:

- December 5, 2019, Addendum to the SVSP EIR;
- November 9, 2020, Addendum to the SVSP EIR;
- February 9, 2021, Addendum to the SVSP EIR;
- August 16, 2021, Addendum to the SVSP EIR;
- November 5, 2021, Addendum to the SVSP EIR (inclusive of the WSP MND);
- March 8, 2022, Addendum to the SVSP EIR;
- April 28, 2022, Addendum to the SVSP EIR;
- June 23, 2022 Addendum to the SVSP EIR;
- April 4, 2023, Addendum to the SVSP EIR; and
- June 13, 2023, Addendum to the SVSP EIR.

This Addendum is intended to analyze and disclose any new or more severe significant environmental impacts resulting from the Proposed GP/SVSP Amendments, as compared to the impacts identified in the SVSP EIR, as updated by the WSP MND and modified by the various relevant addenda.[3]

Location

All of the affected parcels are located in the SVSP area (see **Figures 1** and **2** below). The approximately 2,075-acre SVSP area is located on the western edge of the City, bounded by Fiddyment Road to the east, Baseline Road to the south, the West Roseville Specific Plan area to the north, and unincorporated Placer County to the west. The SVSP area is characterized by mostly flat topography and annual grasslands. While the area was historically used for grazing and dry farming, these uses had primarily ceased by the time the SVSP was originally adopted.

The Proposed GP/SVSP Amendments involve the following four parcels within the SVSP area:

- Parcel WB-30 (Assessor's Parcel Number [APN] 496-100-027-000), an 8.06-acre parcel north of Pleasant Grove Boulevard and east of Santucci Boulevard;
- Parcel WB-32 (APN 496-100-034-000), a 5.11-acre parcel north of Pleasant Grove Boulevard and east of Santucci Boulevard;
- Parcel WB-52 (APN 496-100-028-000), a 1.5-acre parcel north of Pleasant Grove Boulevard and east of Santucci Boulevard; and
- Parcel FD-34 (APN 498-020-014-000), a 7.04-acre parcel south of Federico Drive and east of Westbrook Boulevard.

The current land use designation, zoning, and actual use of each of these parcels and their surrounding uses are summarized in **Table 1** below. Notably, the affected parcels are undeveloped but have been repeatedly disturbed due to regular discing, grading, and other land management and maintenance activities. Recently, the parcels were used as excess soil disposal areas for the construction of Pleasant Grove Boulevard and Santucci

[3] The SVSP EIR serves as the primary source of information from which this Addendum derives its analysis and conclusions, with reliance on the WSP MND and relevant addenda as necessary. The environmental impacts assessed in this document were considered in detail in the earlier environmental documents and were addressed in numerous mitigation measures that apply to the Proposed GP/SVSP Amendments. The SVSP EIR therefore retains substantial relevance and informational value to this action. (See *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 951).

Boulevard (EN19-0245). The parcels are mostly flat with no known biological communities, native oak trees, or other trees. There are no structures on the affected parcels. The adjacent parcels are mostly undeveloped as well, with some housing north and east of Parcel WB-32.

Table 1: Surrounding Land Uses

Location	Zoning	General Plan Land Use	Actual Use of Property
Parcel WB-30	Multi-Family Housing (R3)	High-Density Residential (HDR)	Undeveloped
North	Open Space (OS) (WB-80)	Open Space (OS)	Open space
South	Small Lot Residential/Development Standards (RS/DS) (WB-41)	Medium-Density Residential (MDR)	Under construction for single-family housing
East	R3 (WB-31) Park and Recreation (PR) (WB-52)	HDR Park and Recreation (PR)	Undeveloped Undeveloped
West	Specific Plan (SPL-RUSP)		Unincorporated Placer County
Parcel WB-32	R3	HDR	Undeveloped
North	Small Lot Residential/Development Standards (RS/DS) (WB-21, WB-22)	MDR	Developed with single-family housing
South	Urban Reserve (UR)	Urban Reserve (UR)	Undeveloped
East	RS/DS (WB-21, WB-22)	MDR	Developed with single-family housing
West	Farm (F-B-X 80 Acre Min.)		Unincorporated Placer County
Parcel WB-52	PR	PR	Undeveloped
North	OS (WB-80)	OS	Undeveloped
South	R3 (WB-30, WB-31)	HDR	Undeveloped
East	R3 (WB-31)	HDR	Undeveloped
West	R3 (WB-30)	HDR	Undeveloped
Parcel FD-34	R3	HDR	Undeveloped
North	OS (FD-72A, FD-72B, FD-73A)	OS	Open space
South	Public/Quasi-Public (P/QP) (FD-61)	Public/Quasi-Public (P/QP)	Developed with electrical substation
East	OS (FD-84)	OS	Open space
West	RS/DS (FD-21)	MDR	Undeveloped

Figure 1: Location of Sierra Vista Area

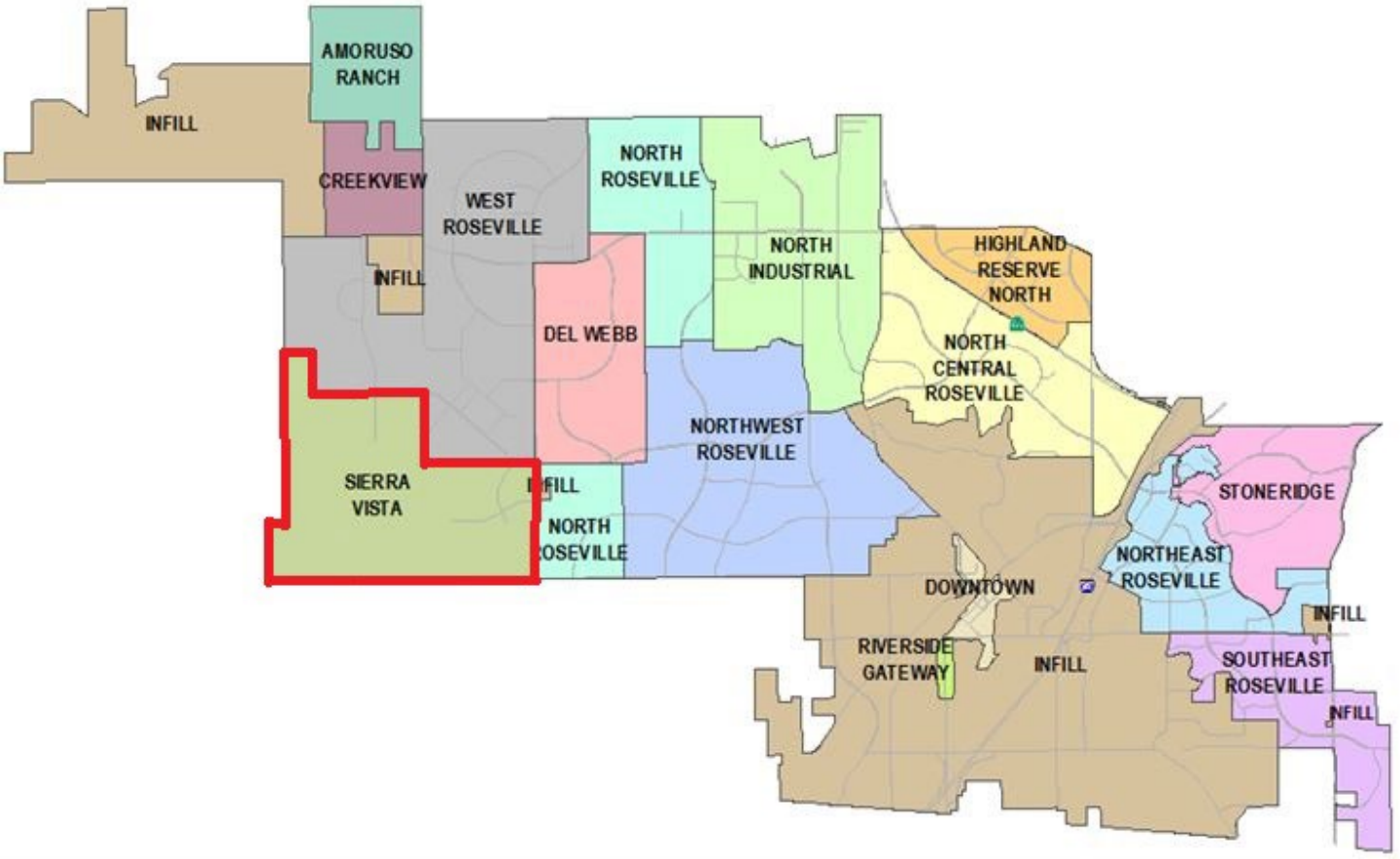
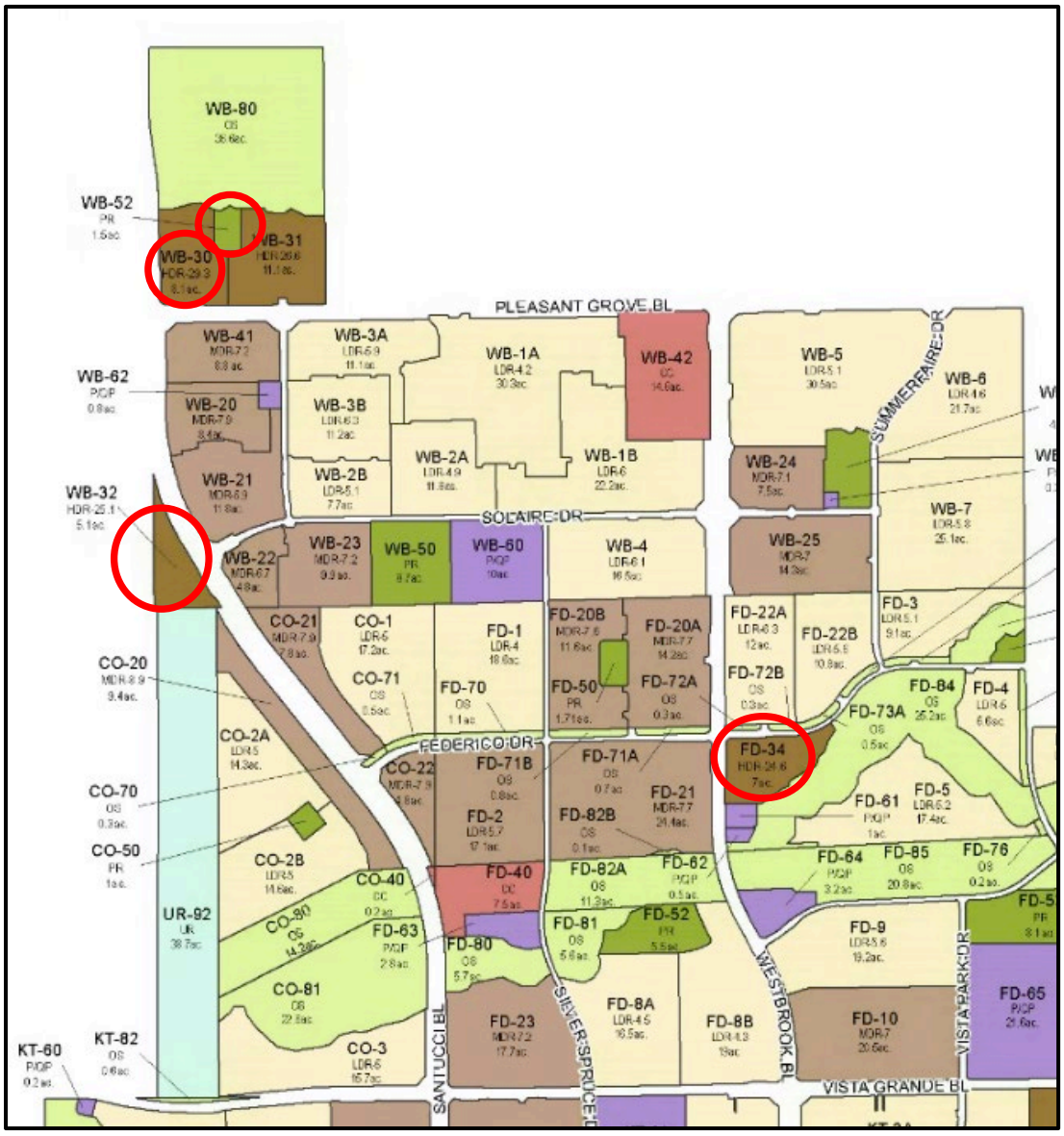


Figure 2: Location of Parcels WB-30, WB-32, WB-52, and FD-34



Description of Proposed GP/SVSP Amendments

In the SVSP area, on Parcels WB-30, WB-32, WB-52, and FD-34 in SVSP, the Applicant proposes the following:

- Parcel WB-30 (8.06 acres): This parcel is currently designated/zoned as HDR/R3 with a total unit allocation of 237 residential units, and is currently allocated 68 Very-Low-Income Units and 169 Low-Income Units under the SVSP. There is a 20-foot public access easement across this parcel extending from Pleasant Grove Boulevard to Parcel WB-52. The Applicant proposes to add 118 new units (all Low-Income Units), using an allowable-by-right State density bonus, and to convert all currently allocated Very-Low-Income Units to Low-Income Units (transferring the obligation to provide 68 Very-Low-Income Units to Parcel FD-34), for a total of 355 Low-Income Units on the parcel, which would be restricted for use by senior citizens. This action will require a 3rd Amendment to the Westbrook DA to change the mix of affordable units obligated on the site and to document the number of high-density

residential units allocated to the parcel via density bonus. Additionally, City Council would abandon the public access easement over this parcel in connection with the proposed changes to allow future development of the area encompassed by Parcel WB-52 for private recreational facilities, rather than as a public neighborhood park (discussed below). No redesignation or rezone is required for this parcel.

- Parcel WB-32 (5.11 acres): This parcel is currently designated/zoned as HDR/R3 with a total unit allocation of 128 residential units, and is currently allocated 92 Very-Low-Income Units and 36 Low-Income Units under the SVSP. The Applicant proposes to add 64 new units (all Low-Income Units), using an allowable-by-right State density bonus, and to convert all currently allocated Very-Low-Income Units to Low-Income Units (transferring the obligation to provide 92 Very-Low-Income Units to Parcel FD-34), for a total of 192 Low-Income Units on the parcel. This action will require a 3rd Amendment to the Westbrook DA to change the mix of affordable units obligated on the parcel and to document the number of high-density residential units allocated to the parcel via density bonus. No redesignation or rezone will be required for this parcel.

- Parcel WB-52 (1.5 acres): This parcel is currently designated and zoned as PR (Park) and is allocated as a public neighborhood park under the SVSP. The Applicant proposes to redesignate this parcel to HDR (High-Density Residential), in both the General Plan and SVSP, and to rezone to R3. No housing units will be allocated to the parcel, however, as the applicant intends to develop the area encompassed by WB-52 for private recreational facilities to serve current and future residents of Parcels WB-30, WB-31, and W-16. In-lieu fees will be required for future development of Parcel WB-31 to offset the loss of public parkland. In addition to the GP and SVSP amendments and the rezone, this action will require a 3rd Amendment to the Westbrook DA.

- FD-34 (7.04 acres): This parcel is currently designated/zoned as HDR/R3 with a total unit allocation of 172 residential units, and is currently allocated 86 Very-Low-Income Units and 86 Low-Income Units under the SVSP. The Applicant proposes to add 84 new units (all Very-Low-Income), using an allowable-by-right State density bonus, and to convert all currently allocated Low-Income Units to Very-Low-Income Units, in part by receiving the transfer of Very-Low-Income Units from Parcels WB-30 and WB-32, for a total of 256 Very-Low-Income Units on the parcel. This action will require a 6th Amendment to the Federico DA to document the change in the mix of affordable units obligated on the parcel and the increase in high-density residential units allocated to the parcel via density bonus. No redesignation or rezone is required.

This Addendum and all relevant applicable environmental documents will inform the City's decision regarding the above approvals and entitlements for Parcels WB-30, WB-32, WB-52, and FD-34.

PURPOSE AND SCOPE OF ADDENDUM

Basis for Addendum

This Addendum has been prepared pursuant to CEQA Guidelines section 15164. As explained earlier, an addendum is an appropriate subsequent CEQA review document when some changes to a project are necessary, but those changes do not create new or increased significant environmental impacts that warrant major revisions to the previously certified final EIR (CEQA Guidelines, §§ 15162(a)(1), 15164(a); see *Friends of College of San Mateo Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937, 946; *Save Our Heritage Organization v. City of San Diego* (2018) 28 Cal.App.5th 656, 668). Also, an addendum is appropriate: (i) when circumstances surrounding a project have changed but do not warrant major revisions of the previous EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects (CEQA Guidelines, §§ 15162(a)(2), 15164(a)); and (ii) where there is no new information of substantial importance indicating that the project would create new significant impacts or

increase the severity of the previously identified significant impacts (CEQA Guidelines, §§ 15162(a)(3), 15164(a)).

Notably, in assessing whether a proposed project change is eligible for an addendum, public agencies may account for mitigation measures to which an applicant has agreed (see, e.g., *River Valley Preservation Project v. Metropolitan Transit Development Bd.* (1995) 37 Cal.App.4th 154, 168 ["even a substantial increase in the severity of an environmental impact does not require … the preparation of an SEIR if mitigation measures are adopted which reduce the impact to a level of insignificance"]; *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 809–811 ["[t]o offset the loss of four acres of burrowing owl habitat, the eight[h] addendum includes a number of mitigation measures"]; *Snarled Traffic Obstructs Progress v. City and County of San Francisco* (1999) 74 Cal.App.4th 793, 802 [discusses mitigation required in connection with addendum]). The addition of new mitigation measures triggers the need for a subsequent EIR or a supplement to an EIR only in two circumstances. Under the first, measures "previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure" (CEQA Guidelines, § 15162(a)(1)(3)(C)). Under the second circumstance, measures "considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure" (*id.*, subd. (a)(1)(3)(D)). Under both circumstances, an applicant's agreement to the mitigation measures in question preserves the project's eligibility for an addendum.

Substantial evidence presented in this Addendum demonstrates that the Proposed GP/SVSP Amendments, described above and analyzed below, would not create any new significant impacts or significant impacts more severe than those described in the SVSP EIR, as augmented by the WSP MND and relevant addenda. Nor are there any new circumstances or new information that would create such impacts or require more robust analysis (CEQA Guidelines, § 15162(a)). All of the impacts of the Proposed GP/SVSP Amendments were examined in the applicable prior CEQA documents. Therefore, an addendum is the appropriate CEQA document, and a subsequent or supplemental EIR is not warranted (CEQA Guidelines, § 15164(e)).

Significant and Unavoidable Impact Conclusions in the Previous EIR

The SVSP EIR identified significant and unavoidable impacts within the SVSP area relating to:

- Potential incompatibility with overflight operations at McClellan Airfield;
- Inducement of substantial population growth;
- Increased traffic on City of Roseville roadways;
- Increased traffic volumes on Placer County roadway segments and intersections;
- Increased traffic volumes on Sacramento County roadway segments;
- Increased traffic volumes on Sutter County roadway segments and intersections;
- Increased traffic volumes on State Highways;
- Short-term construction-related air pollutant and greenhouse gas emissions;
- Long-term operation-related air pollutant and greenhouse gas emissions;
- Inconsistency with plans and policies;
- Short-term construction noise;
- Traffic noise outside the plan area;
- Inconsistency with the General Plan Noise Element;
- McClellan overflight noise exposure;
- Potential disturbance of unknown archeological resources or human remains during construction;

- Potential disturbance of historical resources during construction;
- Increased demand for solid waste services at the landfill;
- Expansion of the landfill;
- Alteration of the visual character of the site and vicinity;
- New sources of light and glare; and
- Degradation of scenic resources and scenic vistas

City Council adopted a Statement of Overriding Considerations for these impacts when it certified the SVSP Final EIR.

When the City amended the SVSP to include the Westbrook area and adopted the accompanying WSP MND in 2012, it incorporated the project-level mitigation measures in the SVSP EIR. The WSP MND concluded that the potential impacts in the Westbrook area relating to aesthetics, agricultural resources, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, and utilities and service systems were adequately considered in the SVSP EIR. With respect to air quality, noise, and transportation/traffic, the WSP MND determined that there could be potentially significant impacts in the Westbrook area; thus, supplemental studies were conducted to update the analyses contained in the SVSP EIR. These studies confirmed that the potential project-level Westbrook impacts were consistent with the project-level SVSP impacts identified in the SVSP EIR.

When the City later adopted the various addenda to the WSP MND and the SVSP EIR, the City similarly determined that the impacts of the actions addressed in those documents were adequately analyzed in the SVSP EIR, as augmented by the WSP MND, and determined that there were no changes to the original project or new circumstances that would result in significant impacts or substantially more severe significant impacts. Nor was there any new information requiring new analysis or verification.

ENVIRONMENTAL DOCUMENTS RELIED UPON

EIR for Sierra Vista Specific Plan, certified May 5, 2010
The SVSP EIR was certified by City Council on May 5, 2010. The analysis within this Addendum relies primarily on the analysis included in the SVSP EIR and relevant subsequent environmental documents that augmented and modified the SVSP EIR (listed below). Additionally, this Addendum relies on minor supplements or technical updates, where appropriate. As demonstrated and explained in the environmental checklist below, the impacts of the Proposed GP/SVSP Amendments remain the same as, or less than, the impacts described in the SVSP EIR and the relevant subsequent environmental documents. The 2010 SVSP EIR is available for review during business hours at the Civic Center, 311 Vernon Street, Roseville, CA, or online at https://www.roseville.ca.us/government/departments/development_services/planning/specific_plans_planning_areas/sierra_vista_specific_plan.

MND for Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan, adopted June 15, 2012
The City amended the SVSP in 2012 to include the Westbrook area. In connection with this amendment, the City prepared and adopted the WSP MND, which analyzed the Westbrook area at a project level and augmented the prior environmental analysis for the Westbrook area contained in the SVSP EIR. The analysis within this Addendum relies in part on the WSP MND, where applicable. The WSP MND is available for review during business hours at the Civic Center, 311 Vernon Street, Roseville, CA, or online at https://www.roseville.ca.us/government/departments/development_services/planning/specific_plans_planning_areas/sierra_vista_specific_plan.

First Addendum to the Westbrook Specific Plan Amendment MND, adopted February 26, 2016
In 2016, the City approved amendments to the General Plan, the SVSP, and Development Agreements, a rezone, and two tentative subdivision maps within the Westbrook portion of the SVSP. The City prepared and adopted the WSP MND 1st Addendum in connection with these approvals. The WSP MND 1st Addendum relies on the analyses contained in the SVSP EIR and the WSP MND, with minor supplements and technical updates where appropriate. The WSP MND 1st Addendum is available for review during business hours at the Civic Center, 311 Vernon Street, Roseville, CA.

First Addendum to the Sierra Vista Specific Plan EIR, adopted November 2, 2017
In 2017, the City approved amendments to the General Plan, the SVSP, and the SVSP Development Agreement, a rezone, and a tentative subdivision map affecting various parcels within the SVSP. The City prepared and adopted the SVSP EIR 1st Addendum in connection with these approvals. The SVSP EIR 1st Addendum relies primarily on the analysis contained in the SVSP EIR, with minor supplements and technical updates where appropriate. The SVSP EIR 1st Addendum is available for review during business hours at the Civic Center, 311 Vernon Street, Roseville, CA.

2035 General Plan Update EIR, certified August 5, 2020
The *2035 General Plan Update EIR* (GP EIR) updated all Citywide analyses, including for vehicle miles traveled, greenhouse gas emissions, water supply, water treatment, wastewater treatment, and waste disposal. When applicable, the topical sections within the checklist summarize the findings within the GP EIR. The GP EIR is available for review during business hours at the Civic Center, 311 Vernon Street, Roseville, CA or online at https://www.roseville.ca.us/government/departments/development_services/planning/general_plan_development_guidelines.

EXPLANATION OF ENVIRONMENTAL CHECKLIST

The purpose of this environmental checklist is to conduct subsequent environmental review for the proposed changes to the SVSP pursuant to CEQA Guidelines sections 15162, 15163, and 15164. This checklist evaluates the environmental resources in terms of any "changed condition" (i.e., changed circumstances, applicable plan changes, or new information of substantial importance) that may result in a changed environmental result. A "no" answer in one of the checklist boxes does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

Checklist Evaluation Categories

Where Was Impact Analyzed in Prior EIR?
This column provides a cross-reference to the portions of the prior environmental documents containing relevant information and analysis for each resource area.

Any New Significant Impacts or Substantially More Severe Impacts?
Pursuant to section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the Proposed GP/SVSP Amendments would result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals or would result in a substantial increase in the severity of a previously identified significant impact.

Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?
Pursuant to section 15162(a)(2), of the CEQA Guidelines, this column indicates whether there have been changes with respect to the circumstances under which the action is undertaken, such as changes to the affected parcels or the surrounding areas, that have occurred subsequent to the certification and adoption of prior environmental documents, which would result in new significant environmental impacts from the Proposed

GP/SVSP Amendments that were not considered in the prior environmental documents or that would substantially increase the severity of a previously identified significant impact.

Notably, since the certification of the original SVSP EIR, there have been a number of amendments to the SVSP, with accompanying environmental documents. Each of these documents determined that the proposed changes were within the scope of the environmental impact conclusions presented in the SVSP EIR. Thus, although some circumstances have changed within the SVSP area over time, those changes did not result in new significant environmental impacts that were not considered in the SVSP EIR, nor did they substantially increase the severity of a previously identified significant impact. Further, no new projects or other development beyond those contemplated in the SVSP EIR or GP EIR have been approved or proposed within the vicinity of the affected parcels that could impact or increase the environmental effects of the Proposed GP/SVSP Amendments. As a result, all boxes in this column in the checklist below are marked "No."

Any New Information Requiring New Analysis or Verification?
Pursuant to section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified is available, requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either "yes" or "no" will be answered to indicate whether there is new information showing that: (A) the Proposed GP/SVSP Amendments would have one or more significant effects not discussed in the prior environmental documents; (B) significant effects previously examined would be substantially more severe than shown in the prior environmental documents; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Proposed GP/SVSP Amendments, but the project proponent declines to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives that are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measure or alternative. If the answer is "no," then no additional environmental documentation (supplemental or subsequent EIR) is required.

Notably, since the certification of the original SVSP EIR, the Appendix G Checklist in the CEQA Guidelines has been updated, effective early 2019.[4] This updated checklist material is not considered "new information" as defined in CEQA Guidelines section 15162(a)(3), as it does not constitute any change in governing law or any new facts showing the existence of new significant effects or substantially more severe significant effects. Furthermore, as demonstrated below, none of the updates to the Appendix G Checklist require new analysis related to impacts that were not known or that could not have been known at the time the SVSP EIR was prepared, nor is the City aware of any new information of substantial importance that shows that mitigation measures or alternatives previously found to be infeasible would actually now be feasible and would substantially reduce one or more significant effects of the Proposed GP/SVSP Amendments, or that mitigation measures or alternatives considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects of which the project proponent refuses to implement. Moreover, the City is not aware of any other new information not already included in this document that might bear relevance on this CEQA analysis. As a result, all boxes in this column in the checklist below are marked "No."

Any Mitigation Measures?
Pursuant to section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, mitigation measures have already been implemented. A "Yes" response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time or whether it would

[4] Although the older checklist could be used for this Addendum because of the date of publication of the original EIR, the updated checklist is used instead as part of a good-faith effort to provide the most up-to-date information to decisionmakers and the public (Pub. Resources Code, § 21002.1(e); CEQA Guidelines §§ 15002(a)(1), 15003(c)).

apply to development on the affected parcels. If "No" is indicated, this environmental analysis concludes a significant impact does not occur with the Proposed GP/SVSP Amendments, no mitigation was previously included, and no mitigation is needed.

Notably, many of the mitigation measures approved as part of the SVSP EIR have already been implemented or no longer apply. As part of the SVSP EIR's program-level analysis of development in the UR area, it imposed program-level mitigation measures that were all implemented when the SVSP was amended to include the Westbrook area. At that time, the WSP MND augmented the prior environmental analysis for the Westbrook area contained in the SVSP EIR and applied all of the SVSP EIR's project-level mitigation measures to the Westbrook area. A full list of mitigation measures that apply to the Proposed GP/SVSP Amendments is included as **Attachment D** to the Combined CEQA Checklist.

Discussion of Checklist Answers

A discussion is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue and how the Proposed GP/SVSP Amendments relate to the issue. The discussion also provides details on applicable mitigation measures from the prior environmental documents and their status, denoting the ones that require ongoing or future implementation and that would be required for development on the affected parcels. Programmatic mitigation measures that have already been implemented are not discussed, nor are mitigation measures that are not relevant to the Proposed GP/SVSP Amendments; however, information about these mitigation measures can be found in the prior environmental documents. Each discussion section also contains an ultimate conclusion, including whether the City can conclude that the Proposed GP/SVSP Amendments would not result in new significant impacts or significant impacts that would be substantially more severe than those analyzed in the prior CEQA documents.

ENVIRONMENTAL CHECKLIST

I. Aesthetics

For the environmental setting, refer to Section 4.14.2 of the SVSP Final EIR.

Except as provided in Public Resources Code section 21099, would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Have a substantial adverse effect on a scenic vista?	**Final EIR, pp. 4.14-21 to 4.14-22; Impact 4.14-3** **WSP MND, pp. 10–11**	**No**	**No**	**No**	**No**

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings, within a state scenic highway?	**Final EIR, pp. 4.14-21 to 4.14-22; Impact 4.14-3** **WSP MND, pp. 10–11**	**N/A**	**No**	**No**	**N/A**
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	**Final EIR, pp. 4.14-13 to 4.14-17; Impact 4.14-1** **WSP MND, pp. 10–11**	**No**	**No**	**No**	**No**
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	**Final EIR, pp. 4.14-17 to 4.14-20; Impact 4.14-2** **WSP MND, pp. 10–11**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Aesthetic resources were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[5] The SVSP EIR concluded that development of the SVSP area would result in significant and unavoidable aesthetic impacts by introducing new structures and sources of light and glare to undeveloped land. The SVSP EIR identified mitigation measures to reduce these impacts, but anticipated that the impacts would remain significant.

The Proposed GP/SVSP Amendments would not significantly alter the prior aesthetic impact conclusions. The City of Roseville is an urbanized area (see CEQA Guidelines, § 15387). The proposed density and land use changes would not introduce development to properties not already planned for high-density residential development, and thus would not urbanize any undeveloped land beyond what was already anticipated in the

[5] See also WSP MND 1st Addendum, p. 8; SVSP EIR 1st Addendum, p. 7.

prior environmental documents. Additionally, the proposed changes would not introduce new or different types of structures on the affected parcels compared with those addressed in the prior environmental documents. Moreover, development on the affected parcels would comply with all applicable zoning regulations, design guidelines, and lighting standards, as well as the applicable SVSP EIR mitigation measures, ensuring that there would be no new significant aesthetic impacts or substantially more severe significant impacts compared with the significant and unavoidable impacts identified in the prior environmental documents.

The SVSP area is not located near a state scenic highway; therefore, checklist item (b) does not apply.

Thus, the aesthetic impacts of the Proposed GP/SVSP Amendments fall within the scope of the significant and unavoidable impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measure applies to development on the affected parcels:

- SVSP EIR MM 4.14-1(a): Site lighting to minimize nuisance.

Conclusion: With implementation of the applicable mitigation measure, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding aesthetics.

II. Agricultural & Forestry Resources

For the environmental setting, refer to Section 4.1.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	**Final EIR, pp. 4.1-70 to 4.1-72; Impact 4.1-5** **WSP MND, pp. 11–12**	**No**	**No**	**No**	**Yes**
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	**Final EIR, pp. 4.1-64 to 4.1-68; Impact 4.1-3** **WSP MND, pp. 11–12**	**No**	**No**	**No**	**Yes**

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	**Final EIR, pp. 4.1-6, 4.8-10** **WSP MND, p. 5**	**N/A**	**No**	**No**	**N/A**
d) Result in the loss of forest land or conversion of forest land to non-forest use?	**Final EIR, pp. 4.1-6, 4.8-10** **WSP MND, p. 5**	**N/A**	**No**	**No**	**N/A**
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	**Final EIR, pp. 4.1-64 to 4.1-68, 4.1-70 to 4.1-72; Impacts 4.1-3, 4.1-5** **WSP MND, pp. 11–12**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Agricultural and forestry resources were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[6] The SVSP EIR concluded that development of the SVSP area would result in the loss of grazing land, but determined that this impact could be mitigated to a less-than-significant level through preservation of grazing land in the region at a 1:1 ratio.

The Proposed GP/SVSP Amendments would not significantly alter the prior agricultural resource impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not impact any agricultural resources beyond what was already anticipated in the prior environmental documents. The SVSP EIR concluded that developing the SVSP area would preclude any future agricultural uses. As these impacts are site-specific, they would not change as a result of a change in density or use. Moreover, the applicable SVSP mitigation measure has already been implemented. Thus, there would be no new or more severe significant agricultural resource impacts compared with the impacts identified in the prior environmental documents.

There are no forest resources within the SVSP area; therefore, checklist items (c) and (d) do not apply.

Thus, the agricultural and forestry resource impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

[6] See also WSP MND 1st Addendum, p. 9; SVSP EIR 1st Addendum, p. 8.

Conclusion: With implementation of the applicable mitigation measure, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding agricultural and forestry resources.

III. Air Quality

For the environmental setting, refer to Section 4.4.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Conflict with or obstruct implementation of the applicable air quality plan?	**Final EIR, pp. 4.4-26 to 4.4-40, 4.4-42 to 4.4-44; Impacts 4.4-1 to 4.4-4, 4.4-6** **WSP MND, pp. 13–18**	**No**	**No**	**No**	**Yes**
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	**Final EIR, pp. 4.4-26 to 4.4-40, 4.4-42 to 4.4-44; Impacts 4.4-1 to 4.4-4, 4.4-6** **WSP MND, pp. 13–18**	**No**	**No**	**No**	**Yes**
c) Expose sensitive receptors to substantial pollutant concentrations?	**Final EIR, pp. 4.4-26 to 4.4-31; Impacts 4.4-1, 4.4-4** **WSP MND, pp. 13–18**	**No**	**No**	**No**	**Yes**
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	**Final EIR, pp. 4.4-41 to 4.4-42; Impact 4.4-5** **WSP MND, pp. 13–18**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Air quality was adequately addressed in the SVSP EIR, as augmented by the WSP MND.[7] The SVSP EIR concluded that development of the SVSP area would result in both short-term construction emissions and long-term operational emissions. The SVSP EIR identified mitigation measures to reduce these impacts, but concluded that they would remain significant and unavoidable. Additionally, the SVSP EIR concluded that the development would have potentially significant impacts related to exposure of sensitive receptors to toxic air contaminants or construction, but identified mitigation measures to mitigate this impact to a less-than-significant level. Finally, the SVSP EIR concluded that the development would not result in significant impacts related to carbon monoxide emissions at local intersections or odors.

The Proposed GP/SVSP Amendments would not significantly alter the prior air quality impact conclusions. The land uses on the affected parcels would remain the same; while Parcel WB-52 would be redesignated and rezoned, it would still ultimately be used for park and recreation purposes. The current action is subject to the same effective mitigation measures (listed below). Emissions associated with construction on the affected parcels would be the same as (NOx and PM10), or slightly more than (ROG), those previously identified in the prior environmental documents (see Raney Planning and Management August 2023 Air Quality and Greenhouse Gas Impact Analysis for Proposed Project, included herein as **Attachment A** to the Combined CEQA Document). However, any future construction on the affected parcels would be subject to the same construction-related mitigation measures and Placer County Air Pollution Control District construction mitigation measures that would reduce construction-related emissions (see Raney Air Quality analysis) and ensure that there is no substantially more severe significant impact. Even without mitigation, future development of the affected parcels would not exceed Placer County Air Pollution Control District's (PCAPCD's) CEQA thresholds of significance for criteria pollutant emissions during construction (see Table 3 of Raney Air Quality analysis).

The added density to Parcels WB-30, WB-32, and FD-34 would also not result in a substantially more severe significant impact during operation. While unmitigated air emissions associated with future everyday residential uses on and around the affected parcels in the SVSP area, including ROG, NOx, and PM10, would be higher with the increased density bonus units, at full development, the affected parcels would not exceed PCAPCD's CEQA thresholds of significance for criteria pollutant emissions during operation (see Table 4 of Raney Air Quality analysis). Notably, however, the estimated increase in criteria pollutants is incremental and can be reduced through mitigation and through state and local air district requirements (see, e.g., Table 5 of Raney Air Quality analysis). Moreover, net increases in operational criteria pollutants represent only a marginal percentage increase within the SVSP planning area (a 0.28 percent increase for ROG, a 0.33 percent increase for NOx, and a 0.28 percent increase for PM10) (see Table 6 of Raney Air Quality analysis). Furthermore, Raney concluded that localized CO emissions for the entirety of the Proposed Project, at full parcel buildout, would not exceed PCAPCD's screening threshold; specifically, the Project "would not be expected to result in substantial levels of localized CO at surrounding intersections or generate localized concentrations of CO that would exceed standards or cause health effects."

With respect to exposure of any nearby sensitive receptors to air pollution and odor, the air quality analysis confirmed that these impacts would remain well within the scope of the prior analysis. Indeed, residential land uses are not anticipated to produce operational TACs and also are not typically classified as odor-generating land uses; therefore, the Proposed GP/SVSP Amendments would not result in any increases in related potential impacts to sensitive receptors.

Thus, the air quality impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

[7] See also WSP MND 1st Addendum, pp. 10–11; SVSP EIR 1st Addendum, pp. 9–10.

Mitigation Measures: The following mitigation measures apply to development on the affected parcels:

- SVSP EIR MM 4.4-1: Dust and construction control measures.
- SVSP EIR WMM 4.4-3: Measures to reduce operational emissions.
- SVSP EIR WMM 4.4-7: Risk assessment and site specific measures.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding air quality.

IV. Biological Resources

For the environmental setting, refer to Section 4.8.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	**Final EIR, pp. 4.8-46 to 4.8-59, 4.8-63 to 4.8-68, 4.8-71 to 4.8-75; Impacts 4.8-2 to 4.8-7, 4.8-10, 4.8-11, 4.8-13 to 4.8-17** **WSP MND, pp.18–21**	**No**	**No**	**No**	**Yes**
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	**Final EIR, pp. 4.8-46 to 4.8-59, 4.8-63 to 4.8-68, 4.8-71 to 4.8-75; Impacts 4.8-2 to 4.8-7, 4.8-10, 4.8-11, 4.8-13 to 4.8-17** **WSP MND, pp.18–21**	**No**	**No**	**No**	**Yes**

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	**Final EIR, pp. 4.8-38 to 4.8-47, 4.8-65 to 4.8-68; Impacts 4.8-1, 4.8-2, 4.8-11** **WSP MND, pp.18–21**	**No**	**No**	**No**	**Yes**
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	**Final EIR, pp. 4.8-59 to 4.8-62; Impact 4.8-8** **WSP MND, pp.18–21**	**No**	**No**	**No**	**Yes**
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	**Final EIR, pp. 4.8-62 to 4.8-63; Impact 4.8-9** **WSP MND, pp.18–21**	**No**	**No**	**No**	**No**
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	**Final EIR, pp. 4.8-68 to 4.8-71; Impact 4.8-12** **WSP MND, pp.18–21**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Biological resources were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[8] The SVSP EIR concluded that development of the SVSP area would result in potentially significant impacts to wetlands, grasslands, riparian areas, vernal pool species, protected bird species, and wildlife movement; however, it identified mitigation measures to mitigate all of these potential impacts to a less-than-significant level.

The Proposed GP/SVSP Amendments would not significantly alter the prior biological resource impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not impact new or different biological resources beyond what were already anticipated in the prior environmental documents. Moreover, all wetlands-related impacts within the SVSP area have already occurred and the associated mitigation measures have been implemented. Additionally, as there is no riparian habitat on or near the affected parcels, the Proposed GP/SVSP Amendments would not result in any riparian impacts requiring mitigation. With respect to all other biological resources, development on the affected parcels would comply with all remaining applicable SVSP EIR mitigation measures, ensuring that there

[8] See also WSP MND 1st Addendum, pp. 12–13; SVSP EIR 1st Addendum, pp. 10–11.

would be no new or more severe significant impacts compared with the impacts identified in the prior environmental documents. Notably, all affected parcels have been repeatedly disturbed over a period of years due to land management, maintenance, and construction activities on or near the parcels. The parcels do not contain any known biological communities or trees of any kind.

Thus, the biological resource impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on the affected parcels:

- SVSP EIR MM 4.8-2: Relocate western spadefoots.
- SVSP EIR MM 4.8-3: Avoid nesting sites.
- SVSP EIR MM 4.8-4: Off-site and on-site preservation of grassland habitat.
- SVSP EIR MM 4.8-7: Off-site surveys.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding biological resources.

V. Cultural Resources

For the environmental setting, refer to Section 4.9.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	**Final EIR, pp. 4.9-17 to 4.9-21, 4.9-23 to 4.9-25; Impacts 4.9-1, 4.9-2, 4.9-4** **WSP MND, pp. 21–22**	**No**	**No**	**No**	**Yes**
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	**Final EIR, pp. 4.9-17 to 4.9-18, 4.9-23 to 4.9-25; Impacts 4.9-1, 4.9-4** **WSP MND, pp. 21–22**	**No**	**No**	**No**	**Yes**

c) Disturb any human remains, including those interred outside of dedicated cemeteries?	**Final EIR, pp.4.9-17 to 4.9-18, 4.9-23 to 4.9-25; Impacts 4.9-1, 4.9-4** **WSP MND, pp. 21–22**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Cultural resources were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[9] The SVSP EIR found that no known cultural resources exist in the SVSP area, but acknowledged that subsurface remains or deposits could be found during construction. The SVSP EIR identified mitigation measures to reduce any potential impacts to undiscovered cultural resources, but concluded that these impacts would remain significant and unavoidable.

The Proposed GP/SVSP Amendments would not significantly alter the prior cultural resource impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not disturb new or different cultural resources beyond what was already anticipated in the prior environmental documents. While there are no known cultural resources within the SVSP area, unknown cultural resources could be inadvertently discovered during construction. Development on the affected parcels would comply with the applicable SVSP EIR mitigation measures, ensuring that there would be no new or more severe impacts beyond those identified in the prior environmental documents.

Thus, the cultural resource impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on the affected parcels:

- SVSP EIR MM 4.9-1: Cease work and consult with a qualified archaeologist.
- SVSP EIR MM 4.9-5: Conduct appropriate off-site studies.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding cultural resources.

VI. Energy

For the environmental setting, refer to Section 4.12.5.2 of the SVSP Final EIR.

[9] See also WSP MND 1st Addendum, p. 14; SVSP EIR 1st Addendum, p. 12.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	**Final EIR, pp. 4.12.5-7 to 4.12.5-12; Impacts 4.12.5-1, 4.12.5-2**	**No**	**No**	**No**	**No**
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	**Final EIR, pp. 4.12.5-7 to 4.12.5-12; Impacts 4.12.5-1, 4.12.5-2**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Energy was adequately addressed in the SVSP EIR, as augmented by the WSP MND. The City Electric Department, which provides electricity to the area, relies on approximately 40% renewable resources and has sufficient capacity to provide electrical services to the SVSP area. Pacific Gas & Electric, which provides natural gas to the area, has sufficient capacity to provide natural gas to the SVSP area. The SVSP EIR concluded that development of the SVSP area would not result in significant energy impacts.

The Proposed GP/SVSP Amendments would not significantly alter the prior energy impact conclusions. The proposed land use changes would not add new or different types of structures on the affected parcels compared with the impacts addressed in the prior environmental documents. While density increases could marginally increase energy demand, this would not exceed existing capacity, and in fact would potentially improve long-term energy efficiency.[10] Moreover, development on the affected parcels would comply with all applicable energy efficiency standards set forth in Title 24 of the California Energy Code, including efficiency standards relating to heating and cooling equipment, insulation, and appliances. Additionally, the development would be eligible for rebates and other financial incentives from both energy providers to purchase energy-efficient appliances and systems, reducing anticipated operational energy demands (see GP EIR, p. 4.15-11). At the same time, compliance with SVSP EIR mitigation measures addressing construction emissions and operational greenhouse gas emissions impacts would incidentally improve energy efficiency during construction and operations. These standards, programs, and measures would ensure that development on the affected parcels would neither result

[10] In light of the requirement under Government Code section 65583, subdivision (a)(7), for housing elements to consider "opportunities for energy conservation with respect to residential development," the California Department of Housing and Community Development (HCD) notes that promoting higher residential density reduces average per-household energy consumption compared to new sprawling developments. This HCD guidance is available at: https://www.hcd.ca.gov/planning-and-community-development/housing-elements/building-blocks/opportunities-energy-conservation.

in inefficient, wasteful or unnecessary consumption of energy nor conflict with or obstruct state or local energy plans.

The Proposed GP/SVSP Amendments also would result in a reduction in VMT, which correspondingly would result in an overall reduction in fuel usage (see Section XVII for more details). Additionally, energy usage during construction would not significantly differ from that anticipated in the prior environmental documents, as required construction activities would not change in any significant way.

Thus, the impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already addressed in the SVSP EIR, the WSP MND, and their relevant addenda.

Mitigation Measures: Prior CEQA documents did not include mitigation measures specific to energy reduction and efficiency because no significant impacts existed; however, the following mitigation measures will further increase fuel efficiency during construction and operation:

- SVSP EIR MM 4.4-1: Dust and construction control measures.
- SVSP EIR WMM 4.4-3: Measures to reduce operational emissions.
- SVSP EIR MM 4.5-2: Additional measures to reduce GHG emissions.

Conclusion: The Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding energy.

VII. Geology and Soils

For the environmental setting, refer to Sections 4.7.2 and 4.9.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	**Final EIR, pp. 4.7-23 to 4.7-24; Impact 4.7-4** **WSP MND, pp. 22–24**	**No**	**No**	**No**	**No**
ii. Strong seismic ground shaking?	**Final EIR, pp. 4.7-23 to 4.7-24; Impact 4.7-4** **WSP MND, pp. 22–24**	**No**	**No**	**No**	**No**
iii. Seismic-related ground failure, including liquefaction?	**Final EIR, pp. 4.7-23 to 4.7-24; Impact 4.7-4** **WSP MND, pp. 22–24**	**No**	**No**	**No**	**No**
iv. Landslides?	**Final EIR, pp. 4.7-23 to 4.7-24; Impact 4.7-4** **WSP MND, pp. 22–24**	**No**	**No**	**No**	**No**

b) Result in substantial soil erosion or the loss of topsoil?	**Final EIR, pp. 4.7-19 to 4.7-20, 4.7-22 to 4.7-23; Impacts 4.7-1, 4.7-3** **WSP MND, pp. 22–24**	**No**	**No**	**No**	**No**
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	**Final EIR, pp. 4.7-21 to 4.7-22; Impact 4.7-2** **WSP MND, pp. 22–24**	**No**	**No**	**No**	**No**
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	**Final EIR, pp. 4.7-21 to 4.7-22; Impact 4.7-2** **WSP MND, pp. 22–24**	**No**	**No**	**No**	**No**
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	**Final EIR, pp. 4.12.3-13 to 4.12.3-15; Impact 4.12.3-2** **WSP MND, p. 51**	**N/A**	**No**	**No**	**N/A**
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**Final EIR, pp. 4.9-21 to 4.9-22; Impact 4.9-3** **WSP MND, pp. 22–24**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Geology and soils were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[11] The SVSP EIR concluded that development of the SVSP area would result in a potentially significant impact to undiscovered paleontological resources, but identified mitigation measures that would reduce this impact to a less-than-significant level. The SVSP EIR concluded that the development would not otherwise result in any potentially significant impacts related to geology, soils, or seismicity.

The Proposed GP/SVSP Amendments would not significantly alter the prior geology and soils impact conclusions. The proposed land use changes would not introduce development to properties not already planned

[11] See also WSP MND 1st Addendum, pp. 15–16; SVSP EIR 1st Addendum, pp. 13–14.

for development, and thus, development on the affected parcels would not encounter any new or different soils or geologic features beyond what were already anticipated in the prior environmental documents. As these impacts are site-specific, they would not change as a result of changes in density or use. Moreover, development on the affected parcels would comply with the applicable SVSP EIR mitigation measure, ensuring that there would be no new or more severe significant paleontological resource impacts compared with the impacts identified in the prior environmental documents.

The Proposed GP/SVSP Amendments would not include septic tanks or other alternative wastewater disposal systems; therefore, checklist item (e) does not apply.

Thus, the geology and soils impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts and mitigation already addressed in the prior environmental documents.

Mitigation Measures: The following mitigation measure applies to development on the affected parcels:

- SVSP EIR MM 4.9-3: Cease work until review is conducted by a qualified paleontologist and recommendations are implemented.

Conclusion: With implementation of the applicable mitigation measure, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding geology and soils.

VIII. Greenhouse Gases

For the environmental setting, refer to Section 4.5.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	**Final EIR, pp. 4.5-29 to 4.5-39; Impacts 4.5-1 to 4.5-2** **WSP MND, pp. 17–18**	**No**	**No**	**No**	**Yes**
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	**Final EIR, pp. 4.5-29 to 4.5-34; Impact 4.5-1** **WSP MND, pp. 17–18**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Greenhouse gas (GHG) emissions were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[12] The SVSP EIR concluded that development of the SVSP area would result in both short-term construction GHG emissions and long-term operational GHG emissions. The SVSP EIR identified mitigation measures to reduce these impacts, but concluded that they would remain significant and unavoidable.

The Proposed GP/SVSP Amendments would not significantly alter the prior greenhouse gas emission impact conclusions. Raney Planning & Management performed a GHG emissions analysis for the Proposed GP/SVSP Amendments (see Attachment A to the Combined CEQA Document) and determined that, although the proposed GP/SVSP Amendments would result in an increase in construction-related GHG emissions (see Attachment A, Table 9), these emissions would still fall well below PCAPCD's CEQA GHG construction thresholds. Thus, future construction on the affected parcels would not constitute a new significant impact or substantially increase the severity of an existing significant impact.

Operationally, the Proposed GP/SVSP Amendments would yield an increase in GHG emissions above approved existing density, as a result of the density bonus units. But, while these emissions would exceed PCAPCD's CEQA GHG operational de minimis thresholds (as would the existing approved density), they would not exceed PCAPCD's bright-line threshold or PCAPCD's efficiency metric threshold for residential urban projects (see Attachment A, Tables 9 and 10). Furthermore, residential development on the affected parcels would comply with all applicable Placer County Air Pollution Control District mitigation measures and SVSP EIR mitigation measures, which would help to reduce GHG emissions during both construction and operation.

Therefore, there would be no new significant GHG emissions impacts or substantially more severe significant GHG emissions impacts compared with the impacts identified in the prior environmental documents, which previously determined that development of the SVSP area would have significant GHG emissions impacts. Thus, the GHG emissions impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on the affected parcels:

- SVSP EIR MM 4.4-1: Dust and construction control measures.
- SVSP EIR MM 4.5-2: Additional measures to reduce GHG emissions.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding GHGs.

IX. Hazards and Hazardous Materials

For the environmental setting, refer to Section 4.10.2 of the SVSP Final EIR.

[12] See also WSP MND 1st Addendum, pp. 10–11; SVSP EIR 1st Addendum, p. 10.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	**Final EIR, pp. 4.10-24 to 4.10-26, 4.10-32 to 4.10-34, 4.10-37 to 4.10-40; Impacts 4.10-1, 4.10-4, 4.10-6, 4.10-7** **WSP MND, pp. 24–26**	**No**	**No**	**No**	**No**
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	**Final EIR, pp. 4.10-24 to 4.10-34; Impacts 4.10-1 to 4.10-4** **WSP MND, pp. 24–26**	**No**	**No**	**No**	**No**
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	**Final EIR, pp. 4.10-13 to 4.10-14, 4.10-16**	**N/A**	**No**	**No**	**N/A**
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	**Final EIR, pp. 4.10-34 to 4.10-36; Impact 4.10-5** **WSP MND, pp. 24–26**	**No**	**No**	**No**	**Yes**

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	**Final EIR, p. 4.10-1** **WSP MND, p. 26**	**N/A**	**No**	**No**	**N/A**
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	**Final EIR, pp. 4.10-27 to4.10-28; Impact 4.10-2** **WSP MND, pp. 24–26**	**No**	**No**	**No**	**No**
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	**Final EIR, pp. 4.11-11 to 4.11-14; Impact 4.11-2** **WSP MND, pp. 24–26**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Hazards or hazardous materials were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[13] The SVSP EIR concluded that development of the SVSP area could result in a potentially significant impact due to previous soil or groundwater contamination, but identified a mitigation measure to reduce this impact to a less-than-significant level. The SVSP EIR concluded that all other potential impacts relating to hazards and hazardous materials were less than significant.

The Proposed GP/SVSP Amendments would not significantly alter the prior hazards and hazardous materials impact conclusions. The proposed land use changes would not introduce development to properties not already planned for development; thus, all site-specific impacts addressed in the prior environmental documents would be unaffected. The increase in density proposed on three of the affected parcels would not generate any significant increases in hazards or hazardous materials beyond predicted conditions such that it would alter the SVSP EIR impact conclusion, which determined that the then-proposed land uses would not generate sufficient hazardous materials to constitute even a potentially significant impact. At the same time, the City has adequate resources and facilities to respond to emergencies within the SVSP area and to provide household hazardous waste removal services in the SVSP area. These existing City services would minimize risks associated with operational hazards and hazardous materials within the SVSP area.

Similarly, as construction activities on the affected parcels would not significantly differ from those anticipated in the SVSP EIR, the hazards and hazardous materials impacts resulting from construction are consistent with those analyzed in prior environmental documents. Moreover, development on the affected parcels would comply with the applicable SVSP EIR mitigation measure, ensuring that there would be no new or more severe significant

[13] See also WSP MND 1st Addendum, pp. 16–17; SVSP EIR 1st Addendum, pp. 14–16.

hazards or hazardous materials impacts compared with the impacts identified in the prior environmental documents.

The affected parcels are not located within one-quarter mile of an existing or proposed school.[14] Additionally, the affected parcels are not located within an airport land use plan or within two miles of an airport. Therefore, checklist items (c) and (e) do not apply.

Thus, the hazards and hazardous materials impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measure applies to development on the affected parcels:

- SVSP EIR MM 4.10-1: Identify potential hazardous materials (soil contamination, tank or well sites, lead based paint and/or asbestos).

Conclusion: With implementation of the applicable mitigation measure, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding hazards and hazardous material.

X. Hydrology and Water Quality

For the environmental setting, refer to Sections 4.13.2 and 4.12.1.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	**Final EIR, pp. 4.13-28 to 4.13-35; Impacts 4.13-4, 4.13-5** **WSP MND, pp. 26–28**	**No**	**No**	**No**	**Yes**

[14] See SVSP, Chapter 7 (Public Services), p. 7-23, available online at: https://www.roseville.ca.us/government/departments/development_services/planning/specific_plans_planning_areas/sierra_vista_specific_plan.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	**Final EIR, pp. 4.12.1-52 to 4.12.1-65, 4.12.1-75 to 4.12.1-80; Impacts 4.12.1-2, 4.12.1-6 to 4.12.1-7** **WSP MND, pp. 26–28**	**No**	**No**	**No**	**No**
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i. Result in substantial erosion or siltation on- or off-site;	**Final EIR, pp. 4.13-28 to 4.12-31; Impact 4.13-4** **WSP MND, pp. 26–28**	**No**	**No**	**No**	**Yes**
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	**Final EIR, pp. 4.13-22 to 4.13-27; Impacts 4.13-2 to 4.13-3** **WSP MND, pp. 26–28**	**No**	**No**	**No**	**Yes**
iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff; or	**Final EIR, pp. 4.13-18 to 4.13-24, 4.13-31 to 4.13-35; Impacts 4.13-1, 4.13-2, 4.13-5** **WSP MND, pp. 26–28**	**No**	**No**	**No**	**Yes**
iv. Impede or redirect flood flows?	**Final EIR, pp. 4.13-24 to 4.13-27; Impact 4.13-3** **WSP MND, pp. 26–28**	**No**	**No**	**No**	**No**
d) In flood hazard, tsunami or seiche zones, risk release of pollutants due to project inundation?	**Final EIR, p. 4.13-18** **WSP MND, pp. 26–28**	**N/A**	**No**	**No**	**N/A**
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	**Not Addressed**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Hydrology and water quality were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[15] The SVSP EIR concluded that development within the SVSP area would potentially increase surface runoff volume, resulting in flooding, erosion, and water quality degradation, and that these impacts would be significant. The SVSP EIR identified mitigation measures to mitigate these impacts to a less-than-significant level.

The Proposed GP/SVSP Amendments would not significantly alter the prior hydrology and water quality impact conclusions. As the proposed land use changes would not introduce development to properties not already planned for development, all site-specific drainage and floodplain impacts have already been addressed (see also Section XIX, Utilities and Service Systems).

After the SVSP EIR was prepared, the West Placer County Groundwater Sustainability Agency adopted the North American Subbasin Groundwater Sustainability Plan, applicable to parts of Sutter, Placer, and Sacramento Counties, including the SVSP area. Thus, the SVSP EIR did not address potential conflicts with the applicable groundwater management plan resulting from development of the SVSP area. As explained in the GP EIR, the City's potable water is primarily supplied from surface water from Folsom Reservoir. While the City operates several groundwater wells, groundwater is a backup water supply that the City uses only in times of water shortage. Moreover, the City injects surplus water into the underlying aquifer during normal and wet years, which can later be extracted and used during dry years as needed. Accordingly, the GP EIR concluded that full buildout under the GP would not impede implementation of the applicable groundwater sustainability plan. No element of the Proposed GP/SVSP Amendments would change this conclusion; thus, the Proposed GP/SVSP Amendments would not impede implementation of the North American Subbasin Groundwater Sustainability Plan. Moreover, development on the affected parcels would comply with all applicable SVSP EIR mitigation measures, ensuring that there would be no new or more severe significant hydrology and water quality impacts compared with the impacts identified in the prior environmental documents.

Due to its topography and location, the SVSP area is not at risk of inundation by seiche, tsunami, or mudflow; thus, checklist item (d) does not apply.

Thus, the hydrology and water quality impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on the affected parcels:

- SVSP EIR WMM 4.12-2: Pay fair share of Roseville regional stormwater retention facility improvements.
- SVSP EIR MM 4.13-1: Implement construction activity stormwater protection standards.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding hydrology and water quality.

[15] See also WSP MND 1st Addendum, pp. 18–19; SVSP EIR 1st Addendum, pp. 16–17.

XI. Land Use and Planning

For the environmental setting, refer to Section 4.1.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Physically divide an established community?	**Final EIR, pp. 4.1-64 to 4.1-68; Impact 4.1-3** **WSP MND, pp. 29–30**	**No**	**No**	**No**	**No**
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	**Final EIR, pp. 4.1-51 to 4.1-57, 4.1-69 to 4.1-70; Impacts 4.1-1 and 4.1-4** **WSP MND, pp. 29–30**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Land use and planning were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[16] The SVSP EIR concluded that while development of the SVSP area would not interfere with any applicable land use plans or divide an established community, it could result in potentially significant incompatibilities between the SVSP area and adjacent uses. Specifically, the SVSP EIR determined that construction activities associated with the new development could generate noise, dust, and traffic that disrupts nearby residential areas. The SVSP EIR identified mitigation measures to mitigate these impacts to a less than significant level. Finally, the SVSP EIR explained that occasional flights over the SVSP area could be annoying to future residents, and concluded that this was a significant and unavoidable land use compatibility impact that would need to be disclosed to future residents.

The Proposed GP/SVSP Amendments would not significantly alter the prior land use and planning impact conclusions. The Proposed GP/SVSP Amendments involve the same use types, within the same overall development footprint, as those addressed in the prior environmental documents. While overhead flight noise could be a source of occasional annoyance to future residents living on the affected parcels, this impact was already considered in the SVSP EIR, and would be disclosed to future residents, and is nevertheless not an impact that need be consider under CEQA, which is generally concerned with a project's impact on the environment but not the environment's impact on a project (see *California Building Industry Assn. v. Bay Area Air Quality Management Dist*. (2015) 62 Cal.4th 369, 377-378).

[16] See also WSP MND 1st Addendum, p. 20; SVSP EIR 1st Addendum, pp. 18–19.

Moreover, development on the affected parcels would comply with all applicable SVSP EIR mitigation measures, including the one listed below, ensuring that there would be no new or more severe significant land use compatibility impacts compared with the impacts identified in the prior environmental documents.

Thus, the land use and planning impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measure applies to development on the affected parcels:

- SVSP EIR MM 4.6-1: Construction noise reduction.

Conclusion: With implementation of the applicable mitigation measure, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding land use and planning.

XII. Mineral Resources

For the environmental setting, refer to Section 4.7.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	**Final EIR, p. 4.7-12** **WSP MND, pp. 30–31**	**N/A**	**No**	**No**	**N/A**
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	**Final EIR, p. 4.7-12** **WSP MND, pp. 30–31**	**N/A**	**No**	**No**	**N/A**

Discussion of Checklist Answers:

There are no significant mineral resources within the SVSP area; therefore, this checklist topic does not apply.

XIII. Noise

For the environmental setting, refer to Section 4.6.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies?	**Final EIR, pp. 4.6-25 to 4.6-44; Impacts 4.6-1 to 4.6-7** **WSP MND, pp. 31–33**	**No**	**No**	**No**	**Yes**
b) Generation of excessive groundborne vibration or groundborne noise levels?	**Final EIR, pp. 4.6-25 to 4.6-28; Impact 4.6-1** **WSP MND, pp. 31–33**	**No**	**No**	**No**	**Yes**
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	**Final EIR, pp. 4.6-4 to 4.6-7** **WSP MND, p. 33**	**N/A**	**No**	**No**	**N/A**

Discussion of Checklist Answers:

Noise was adequately addressed in the SVSP EIR, as augmented by the WSP MND.[17] The SVSP EIR concluded that development of the SVSP area would cause short-term construction noise as well as long-term traffic noise exceeding the GP noise element threshold for transportation noise. The SVSP EIR identified mitigation measures to reduce these impacts, but concluded that they would remain significant and unavoidable.

As noted above, the SVSP EIR also concluded that overhead flight noise would constitute a significant and avoidable impact. Additionally, the SVSP EIR concluded that the potentially significant park activity and

[17] See also WSP MND 1st Addendum, pp. 22–23; SVSP EIR 1st Addendum, pp. 20–21.

commercial noise impacts could be mitigated to a less-than-significant level. Finally, the SVSP EIR concluded that the development would not result in significant impacts related to noise from schools or fire stations.

The Proposed GP/SVSP Amendments would not significantly alter the prior noise impact conclusions. While construction on the affected parcels would result in noise impacts, these impacts were previously analyzed, as construction was already planned to occur on the affected parcels. Moreover, development on the affected parcels would comply with the applicable SVSP EIR mitigation measures to reduce construction noise, as well as the City's Noise Ordinance, which limits construction noise to between 7 AM and 7 PM on weekdays and 8 AM to 8 PM on weekends, outside of time periods when residents are sleeping or are otherwise particularly sensitive to noise.

With respect to operations, the Proposed GP/SVSP Amendments would not change the eventual residential use of the affected parcels, and thus would not produce different types of noise from those anticipated in the prior environmental documents. No existing or proposed commercial activities or large community-wide parks exist near the affected parcels; thus, the Proposed GP/SVSP Amendments would not result in any noise impacts requiring mitigation related to these uses. For traffic noise, the Proposed GP/SVSP Amendments would not substantially increase the severity of the existing impact. Although there would be a modest increase in trip generation that could potentially increase traffic-related noise levels (see Attachment B), those marginal increases would not substantially increase the severity of the impact, which is already significant and unavoidable. Moreover, development on the affected parcels would comply with all applicable SVSP EIR mitigation measures to reduce traffic noise, ensuring that there would be no new or more severe noise impacts than those identified in the prior environmental documents.

The affected parcels are not located within an airport land use plan or within two miles of an airport; therefore, checklist item (c) does not apply.

Thus, the noise impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on the affected parcels:

- SVSP EIR MM 4.6-1: Construction noise reduction.
- SVSP EIR MM 4.6-4: Traffic noise attenuation.
- SVSP EIR WMM 4.5-8: On-site traffic noise attenuation.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding noise.

XIV. Population and Housing

For the environmental setting, refer to Section 4.2.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	**Final EIR, pp. 4.2-18 to 4.2-19; Impact 4.2-4** **WSP MND, pp. 33–34**	**No**	**No**	**No**	**No**
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	**Final EIR, pp. 4.2-17 to 4.2-18; Impact 4.2-3** **WSP MND, pp. 33–34**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Population and housing were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[18] The SVSP EIR determined that development of the SVSP area would not result in significant impacts related to the jobs/housing balance, displacement of existing housing, or provision of affordable housing. The SVSP EIR concluded, however, that the development would induce substantial population growth, and that this impact would be significant and unavoidable.

The Proposed GP/SVSP Amendments would not significantly alter the prior population and housing impact conclusions. The affected parcels do not currently include residential uses that would be displaced. While the Proposed GP/SVSP Amendments would increase the number of residential units within the SVSP area, this outcome would contribute to the City's substantial unmet regional housing needs allocation of 12,066 housing units (including 6,178 Very-Low-Income/Low-Income Units) for 2021 through 2029. Moreover, the increase would not exceed planned growth under full buildout of the City's GP, which could accommodate 22,300 additional housing units through 2035 (see GP EIR, pp. 4.2-10 to 4.2-11).

Additionally, as explained in the prior environmental documents, marginal increases in growth alone do not translate into adverse effects on the environment; rather, the impacts associated with growth relate to the resulting physical changes to various kinds of natural resources. As discussed throughout this Addendum, the Proposed GP/SVSP Amendments would change neither the type of land use nor the development footprint;

[18] See also WSP MND 1st Addendum, p. 24; SVSP EIR 1st Addendum, p. 22.

therefore, the resulting physical impacts to various natural resources would not significantly differ from those identified in the prior environmental documents.

Thus, the impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding population and housing.

XV. Public Services

For the environmental setting, refer to Sections 4.11.1-2, 4.11.2-2, 4.11.3-2, 4.11.4-2, and 4.11.5-2 of the SVSP EIR.

Would the Proposed GP/SVSP Amendments result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
Fire protection?	**Final EIR, pp.4.11-11 to 4.11-14; Impact 4.11-2** **WSP MND, pp. 34–36**	**No**	**No**	**No**	**Yes**
Police protection?	**Final EIR, pp. 4.11-4 to 4.11-6; Impact 4.11.1** **WSP MND, pp. 34–36**	**No**	**No**	**No**	**No**
Schools?	**Final EIR, pp. 4.11-26 to 4.11-28; Impact 4.11.3** **WSP MND, pp. 34–36**	**No**	**No**	**No**	**Yes**

Parks?	**Final EIR, pp. 4.11-37 to 4.11-39; Impact 4.11.5** **WSP MND, pp. 34–36**	**No**	**No**	**No**	**No**
Other public facilities?	**Final EIR, pp. 4.11-31 to 4.11-32; Impact 4.11.4** **WSP MND, pp. 34–36**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Public Services were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[19] The SVSP EIR concluded that development of the SVSP area would not result in significant impacts to law enforcement services, fire services, library services, or parks and recreation facilities. The SVSP EIR concluded, however, that school transportation within the SVSP area could result in potentially significant impacts.

The Proposed GP/SVSP Amendments would not significantly alter the prior public service impact conclusions. For fire protection infrastructure, existing City codes and regulations require adequate water pressure in the water lines, and construction must comply with the Uniform Fire and Building Codes used by the City of Roseville. The Applicant is required to pay a fire service construction fee, which is used for purchasing capital facilities for the City Fire Department. For police and fire protection services, properties in the SVSP provide funding via the Municipal Services Community Facilities District (CFD), CFD No. 3, in addition to funding generated by sales taxes and property taxes resulting from development that will add revenue to the General Fund, which provides funding for those police and fire services. For park maintenance (among other public services), the Applicant will be required to provide funding via Community Facilities District No. 2, which provides funding for park maintenance (and other public services). For other public facilities, the SVSP area would be adequately served by existing libraries, and the City charges fees for end-users for other services, such as garbage and green waste collection, in order to fund those services.

For schools, the Proposed GP/SVSP Amendments involve an increase in residential units within the SVSP area and, therefore, a potential slight increase in students. Consistent with City policy, the original SVSP landowners were required under the SVSP Development Agreements to enter into mutual benefit impact fee agreements with the Roseville City School District, Center Joint Unified School District, and the Roseville Joint Unified High School District to fully mitigate school impacts from development in the SVSP. Such mutual benefit impact fee agreements with the respective school districts were recorded against all SVSP properties. As a result, any increase in students associated with the Proposed GP/SVSP Amendments would not translate into a more severe environmental impact than what was anticipated in the SVSP EIR (inclusive of the Westbrook MND).

Regarding parks, the Applicant would be required to pay the Citywide Park Fee and Neighborhood Park Fee, established in 1989 by Chapter 4.38 of the Roseville Municipal Code. These fees are collected from all new residential dwelling units within the Roseville City limits and are adjusted every year based on the inflation rate for construction costs. The Citywide Park Fee is allocated for large-scale active recreation facilities intended to serve the entire City and is typically located within identified Citywide parks. The Applicant would also be required to pay the Neighborhood Park Fee to fund construction of neighborhood parkland in the SVSP. Payment of these

[19] See also WSP MND 1st Addendum, p. 25; SVSP EIR 1st Addendum, pp. 23–24.

fees would ensure that there would be no new or more severe significant impacts to existing parks compared with the impacts identified in the prior environmental documents. Importantly, the Applicant intends to develop the area encompassed by Parcel WB-52 as park and recreation space to serve current and future housing developments on Parcels WB-30, WB-31, and WB-16, and the Applicant will be required to pay applicable in-lieu fees. Lastly, development on the affected parcels would comply with the applicable SVSP EIR mitigation measure, ensuring that there would be no new or more severe significant park impacts compared with the impacts identified in the prior environmental documents.

Thus, the public service impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measure applies to development on the affected parcels:

- SVSP EIR MM 4.11.3-2: Safe routes to school.

Conclusion: With implementation of the applicable mitigation measure, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding public services.

XVI. Recreation

For the environmental setting, refer to Section 4.11.5-2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	**Final EIR, pp. 4.11-37 to 4.11-39; Impact 4.11.5** **WSP MND, p. 37**	**No**	**No**	**No**	**No**
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	**Final EIR, pp. 4.11-37 to 4.11-39; Impact 4.11.5** **WSP MND, p. 37**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Recreation was adequately addressed in the SVSP EIR, as augmented by the WSP MND.[20] The SVSP EIR concluded that development of the SVSP area would not result in significant impacts related to increased demand for park facilities that would require recreation mitigation measures.

The Proposed GP/SVSP Amendments would not significantly alter the prior recreation impact conclusions. The prior environmental documents anticipated the construction of a neighborhood park in the Westbrook area, on Parcel WB-52.[21] The Proposed GP/SVSP Amendments would replace this public neighborhood park with comparable private park and recreation facilities, which would still serve the surrounding parcels (WB-30, WB-31, and WB-16) and would result in impacts similar to those previously analyzed for Parcel WB-52. Moreover, the Applicant would pay in-lieu fees to offset the loss of public parkland on Parcel WB-52. The Applicant also would be required to pay the Citywide Park Fee and Neighborhood Park Fee, established in 1989 by Chapter 4.38 of the Roseville Municipal Code. These fees are collected from all new residential dwelling units within the Roseville City limits and are adjusted every year based on the inflation rate for construction costs. The Citywide Park Fee is allocated for large-scale active recreation facilities intended to serve the entire City and is typically located within identified City-wide parks. The Neighborhood Park Fee funds construction of neighborhood parkland in the SVSP. The payment of these fees would ensure that there would be no new or more severe significant impacts to existing parks compared with the impacts identified in the prior environmental documents.

As indicated above, because the Proposed GP/SVSP Amendments would still provide park recreation opportunities, as well as in-lieu public park fees, the conclusions from the prior environmental documents regarding park capacity would not change. Moreover, as discussed elsewhere in this Addendum, development of the private recreational facilities would comply with all applicable SVSP EIR mitigation measures addressing physical effects on the environment from construction, ensuring that there would be no new or more severe significant recreation impacts compared with the impacts identified in the prior environmental documents.

Thus, the impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding recreation.

XVII. Transportation/Traffic

For the environmental setting, refer to Section 4.3.2 of the SVSP Final EIR.

[20] See also WSP MND 1st Addendum, p. 26; SVSP EIR 1st Addendum, p. 24.

[21] See SVSP, Chapter 7 (Public Services), p. 7-19, available online at: https://www.roseville.ca.us/government/departments/development_services/planning/specific_plans_planning_areas/sierra_vista_specific_plan.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	**Final EIR, pp. 4.3-53 to 4.3-169; Impacts 4.3-1 to 4.3-24** **WSP MND, pp. 38–46**	**No**	**No**	**No**	**Yes**
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	**Not Addressed**	**N/A**	**N/A**	**N/A**	**N/A**
c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?	**Final EIR, pp. 4.3-53 to 4.3-169; Impacts 4.3-1 to 4.3-24** **WSP MND, pp. 38–46**	**No**	**No**	**No**	**No**
d) Result in inadequate emergency access?	**Final EIR, pp. 4.10-27 to 4.10-28, 4.11-11 to 4.11-14; Impacts 4.10-2, 4.11-2** **WSP MND, pp. 38–46**	**No**	**No**	**No**	**No**

Discussion of Checklist Answers:

Transportation and traffic were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[22] The SVSP EIR identified various intersections and roadways that could potentially be impacted by the development of the SVSP area. The SVSP EIR concluded that some of these would not be significantly impacted, some would be impacted but mitigation measures would reduce these impacts to a less-than-significant level, and others would experience a significant and unavoidable impact, due to either a lack of feasible mitigation measures or lack of City authority to require mitigation outside of its jurisdiction. Where the SVSP EIR determined that specific roadway improvements within the City's jurisdiction could mitigate significant impacts, it identified mitigation measures requiring development of the SVSP area to include contributions to the City's Capital Improvement Program to help fund such improvements. For improvements outside of the City's jurisdiction, the SVSP EIR

[22] See also WSP MND 1st Addendum, pp. 27–28; SVSP EIR 1st Addendum, pp. 25–26.

identified mitigation measures requiring the City to negotiate with outside agencies to reach a fee agreement under which the development could similarly help fund improvements outside of the City.

The Proposed GP/SVSP Amendments would not significantly alter the prior transportation and traffic impact conclusions. All of the transportation and traffic impacts identified in the prior environmental documents have already occurred and all associated mitigation measures have been implemented. In addition, Fehr & Peers prepared a transportation evaluation memorandum for the SVSP area and the entirety of the Proposed Project (see Attachment B). Fehr & Peers concluded that although the VMT in and around that SVSP area would marginally increase (by 0.3 percent),[23] the Proposed Project would result in a net decrease of approximately 2,376 VMT for both the SVSP and COMP areas.[24] Thus, the marginal increase in VMT within the SVSP area is more than offset by the VMT decrease within the COMP area, from which an obligation to provided additional affordable housing within the SVSP would be transferred. Additionally, the slight VMT increase anticipated within the SVSP area is not as large as might be expected with the proposed density increases, largely because 355 of the units proposed on the affected parcels would be restricted for use by senior citizens—a restriction that generally results in fewer and shorter vehicle trips per unit.

Additionally, the Proposed GP/SVSP Amendments would neither introduce any hazards resulting from circulation design nor present any significant safety risks associated with emergency access as all affected parcels would be developed according to City and SVSP-specific design criteria and all applicable state standards associated with emergency access.

Thus, the transportation and traffic impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: None.

Conclusion: The Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding transportation and traffic.

XVIII. Tribal Cultural Resources

For the environmental setting, refer to Section 4.9.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural

[23] The Proposed Project would also modestly increase the number of daily vehicle trips, which is not relevant to VMT analysis but rather is relevant to analysis of level of service (LOS), which is a factor that is no longer a CEQA issue. As of December 28, 2018, "automobile delay, as described solely by [LOS] or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment" under CEQA, except for roadway capacity projects (*Citizens for Positive Growth & Preservation v. City of Sacramento* (2019) 43 Cal.App.5th 609, 625–626).

[24] A VMT analysis is included here for informational purposes; however, its inclusion in this Addendum is not required under CEQA because it was not required or included in the SVSP EIR or WSP MND. CEQA's VMT analysis requirement, which went into effect on July 1, 2020, only applies to documents released to the public after that date. (See CEQA Guidelines, section 15064.3, subd. (c).) Here, the SVSP EIR and the WSP MND, on which this Addendum primarily relies, were prepared in 2010 and 2012, respectively; thus, a VMT analysis was not required in either of those documents. Nor is it required in this Addendum. (*Olen Properties Corp. v. City of Newport Beach* (2023) case no. G061427; 2023 WL 4399077, currently awaiting formal citation.)

landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
(i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	**Final EIR, pp. 4.9-17 to 4.9-21, 4.9-23 to 4.9-25; Impacts 4.9-1, 4.9-2, 4.9-4** **WSP MND, pp. 21–22**	**No**	**No**	**No**	**Yes**
(ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	**Final EIR, pp. 4.9-17 to 4.9-21, 4.9-23 to 4.9-25; Impacts 4.9-1, 4.9-2, 4.9-4** **WSP MND, pp. 21–22**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

After the SVSP EIR was certified, the Legislature enacted Assembly Bill (AB) 52 (2014), which requires specific consideration of impacts to Tribal Cultural Resources resulting from projects subject to CEQA review. Thus, the SVSP EIR (inclusive of the WSP MND) did not specifically address impacts to tribal cultural resource resulting from development of the SVSP area. Instead, these impacts were addressed as part of the general cultural resources analysis, as was common practice prior to AB 52. As discussed above, the SVSP EIR concluded that,

with mitigation, development in the SVSP area would not result in significant impacts to cultural resources, inclusive of all known Tribal Cultural Resources in the area of potential effect at that time.

Since the previous environmental documents have been prepared, no Tribal Cultural Resources have been identified in the SVSP area. Nor do the City or Applicant have knowledge of any particular Tribal Cultural Resources on or near the affected parcels. However, it is possible that construction activities on the affected parcels could uncover currently unknown Tribal Cultural Resources.

As discussed above in the Description of the Proposed GP/SVSP Amendments and Section V, Cultural Resources, the affected parcels have been heavily disturbed over a period of years, with no cultural resources or Tribal Cultural Resources being inadvertently discovered in the process. California Public Resources Code section 15064.5 requires that "[w]hen an initial study identifies the existence of, or the probable likelihood of, Native American Remains within a project, a lead agency shall work with the appropriate Native Americans as identified by the NAHC as provided in Public Resources Code section 5097.98. The applicant may develop a plan for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American Burials with the appropriate Native Americans as identified by the NAHC." Here, however, no previously certified or adopted environmental review, study, or site survey has identified any Tribal Cultural Resources. The proposed land use changes would not introduce development to properties not already planned for development, and thus would not disturb new or different Tribal Cultural Resources beyond those already within the development footprint. Nevertheless, compliance with mitigation required in the SVSP EIR intended to protect unknown cultural resources (inclusive of Tribal Cultural Resources), such as "any amount of bone or shell, artifacts, human remains," etc., will ensure that any development on the affected parcels would not result in new impacts to Tribal Cultural Resources or more severe impacts to those same resources than impacts identified in the prior environmental documents.

Thus, the Tribal Cultural Resource impacts of the Proposed GP/SVSP Amendments fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on the affected parcels:

- SVSP EIR MM 4.9-1: Cease work and consult with a qualified archaeologist.
- SVSP EIR MM 4.9-5: Conduct appropriate off-site studies.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding tribal cultural resources.

XIX. Utilities and Service Systems

For the environmental setting, refer to Sections 4.12.1.2, 4.12.2.2, 4.12.3.2, 4.12.4.2, and 4.12.5.2 of the SVSP Final EIR.

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	**Final EIR, pp. 4.12.1-70 to 4.12.1-74, 4.12.2-9 to 4.12.2-14, 4.12.3-13 to 4.12.3-19, 4.12.5-7 to 4.12.5-15, 4.13-22 to 4.13-24; Impacts 4.12.1-4, 4.12.1-5, 4.12.2-1, 4.12.3-1, 4.12.3-2, 4.12.5-1 to 4.12.5-3, 4.13-2** **WSP MND, pp. 46–51**	**No**	**No**	**No**	**Yes**
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	**Final EIR, pp. 4.12.1-47 to 4.12.1-65, 4.12.2-9 to 4.12.2-14; Impacts 4.12.1-1, 4.12.1-2, 4.12.2-1** **WSP MND, pp. 46–51**	**No**	**No**	**No**	**Yes**
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	**Final EIR, pp. 4.12.3-13 to 4.12.3-20; Impacts 4.12.3-1, 4.12.3-2** **WSP MND, pp. 46–51**	**No**	**No**	**No**	**Yes**

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	**Final EIR, pp. 4.12.4-9 to 4.12.4-15; Impacts 4.12.4-1 to 4.12.4-4** **WSP MND, pp. 46–51**	**No**	**No**	**No**	**Yes**
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	**Final EIR, pp. 4.12.4-9 to 4.12.4-11, 4.12.4-14 to 4.12.4-15; Impacts 4.12.1-1, 4.12.1-4** **WSP MND, pp. 46–51**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

Utilities and services systems were adequately addressed in the SVSP EIR, as augmented by the WSP MND.[25] With respect to water, the SVSP EIR concluded that development of the SVSP area would not result in significant impacts related to water supply, treatment, and distribution. With respect to wastewater, the SVSP EIR concluded that development of the SVSP area would result in potentially significant impacts related to wastewater treatment capacity. The SVSP EIR identified mitigation measures to mitigate these impacts. With respect to energy (electricity and natural gas) and telecommunications, the SVSP EIR concluded that development of the SVSP area would not result in any significant impacts. Finally, with respect to solid waste, the SVSP EIR concluded that development of the SVSP area would increase demand for landfill services and require a landfill expansion. The SVSP EIR identified a mitigation measure to reduce this impact, but determined that it would remain significant and unavoidable. Additionally, the SVSP EIR concluded that construction within the SVSP EIR would generate debris and that this would be a potentially significant impact, but identified a mitigation measure to reduce this impact to a less-than-significant level.

The Proposed GP/SVSP Amendments would not significantly alter the prior utilities and service system impact conclusions. The proposed land use changes would not introduce development or development types onto parcels not already planned for residential development. Additionally, the utility providers that would serve future residents on the affected parcels have capacity for the proposed development.

Water in the City of Roseville comes primarily from the U.S. Bureau of Reclamation via Folsom Lake, but the City also maintains contracts with the Placer County Water Agency to obtain additional water as needed (see GP EIR, p. 2-33). Through these surface water sources, the City's is able to adequately supply water, and will continue to be able to adequately supply water into the foreseeable future, as the City's projected water use in 2040 is 50,907 AFY and it will have the capacity to provide 66,000 AFY (see GP EIR, p. 2-34). Additionally, the City maintains several groundwater wells that, if necessary, can deliver up to 17,000 AFY supplemental water to the City (see GP EIR, p. 2-34). Thus, the City has more than enough water for development on the affected parcels, inclusive of the units added via density bonus.

Wastewater, which may marginally increase as a result of Proposed GP/SVSP Amendments, would be conveyed to the Pleasant Grove Wastewater Treatment Plant (PGWT), which has capacity to serve the affected parcels.

[25] See also WSP MND 1st Addendum, pp. 29–31; SVSP EIR 1st Addendum, pp. 27–28.

Nevertheless, development on the affected parcels would need to comply with the applicable wastewater mitigation measure, which requires confirmation prior to obtaining a building permit that the PGWT has capacity to serve the development and/or will be timely expanded to accommodate total wastewater flow. Stormwater flow and drainage for all development would comply with all applicable federal, state and local requirements and would not be expected to increase as a result of the Proposed GP/SVSP Amendments (high-density residential land uses consist of approximately 65 percent impervious surfaces, resulting in reduced flows as more stormwater can absorbed onsite [see Attachment C]). For a discussion on the energy efficiency requirements and incentives for development on the affected parcels, refer to Section VI.

Additionally, since the SVSP EIR was certified, the Western Placer Waste Management Authority has approved the expansion of the Western Regional Sanitary Landfill, which would serve the affected parcels. As a result, the lifespan of the landfill will be extended through 2110. While they would remain significant and unavoidable, impacts related to landfill capacity from the Proposed GP/SVSP Amendments would be reduced due to the landfill's future expansion. Moreover, development on the affected parcels would comply with the applicable SVSP EIR mitigation measure to minimize construction debris, ensuring that there would be no new or more severe significant solid waste impacts compared with the impacts identified in the prior environmental documents.

Thus, the utilities infrastructure required by the Proposed GP/SVSP Amendments would not significantly differ from that anticipated in the prior environmental documents, and utilities and service system impacts fall within the scope of the impacts already analyzed in the prior environmental documents.

Mitigation Measures: The following mitigation measures apply to development on the affected parcels:

- SVSP EIR WMM 4.11-5: Wastewater treatment plant capacity.
- SVSP EIR MM 4.12.4-2: Divert construction debris.

Conclusion: With implementation of the applicable mitigation measures, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding utilities and service systems.

XX. Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

Discussion of Checklist Answers:

The SVSP area is not located within or near a state responsibility area and is not located within a Very High Fire Hazard Severity Zone (see GP EIR, p. 4.10-27); therefore, this checklist topic does not apply.

XXI. Mandatory Findings of Significance

Would the Proposed GP/SVSP Amendments:

Environmental Issue	Where was Impact Analyzed in Prior SVSP Environmental Documents?	Any New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Resulting in New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Any MMs?
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	**See Sections IV, V, VII, and XVIII, above WSP MND, pp. 52–54**	**No**	**No**	**No**	**Yes**
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects.)	**Final EIR, Section 5.7.3 WSP MND, pp. 52–54**	**No**	**No**	**No**	**Yes**
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	**See Sections III, VIII, XI, X, and XIII, above**	**No**	**No**	**No**	**Yes**

Discussion of Checklist Answers:

With implementation of the City's Mitigating Ordinances, Guidelines, and Standards and best management practices, mitigation measures described in the SVSP EIR and listed in this document, and permit conditions, the Proposed GP/SVSP Amendments would not exceed the scope of any impact contemplated in the prior environmental documents associated with habitat, species, historic/prehistoric resources, or adverse effects on human beings. Furthermore, cumulative impacts associated with the Proposed GP/SVSP Amendments would not exceed those contemplated in the SVSP EIR, as augmented by the WSP MND, because no individual impact exceeds the scope of that same impact in those environmental documents. Nevertheless, the cumulative effects of the Proposed GP/SVSP Amendments and the Proposed GP/COMP Amendments (aka, the Proposed Project) are analyzed in a separate section of the Combined CEQA Document.

Mitigation Measures: See above checklist sections for applicable mitigation measures.

Conclusion: With the implementation of the applicable mitigation measures listed in this Addendum checklist, the Proposed GP/SVSP Amendments would not result in a new significant impact or significant impacts that are substantially more severe than those analyzed in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" regarding the mandatory findings of significance.

ENVIRONMENTAL DETERMINATION

Based on analysis conducted in this Addendum and in the SVSP EIR, as augmented by the WSP MND and modified by the various relevant addenda, it is determined that implementation of the Proposed GP/SVSP Amendments, as described herein, would not result in any new or substantially more severe significant environmental impacts, either directly or as a result of new circumstances or information. The City may take the following actions in compliance with CEQA:

- Adopt the Addendum;
- Approve the SVSP amendment and rezone for Parcel WB-52;
- Approve the General Plan amendment for Parcel WB-52;
- Abandon the 20-foot public access easement on Parcel WB-30; and
- Approve the Amended Development Agreements.

In reviewing the site-specific information provided for the Proposed GP/SVSP Amendments and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this action and determined that the findings of CEQA Guidelines section 15162 concerning the decision not to prepare a subsequent EIR and the findings of CEQA Guidelines section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH # 2008032115, adopted May 5, 2010), as modified by the WESTBROOK SPECIFIC PLAN AMENDMENT TO THE SIERRA VISTA SPECIFIC PLAN MITIGATED NEGATIVE DECLARATION (SCH # 2008032115, adopted June 15, 2012), the Lead Agency makes the following findings:

[**X**] No substantial changes are proposed as part of the Proposed GP/SVSP Amendments which would require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

[**X**] No changed circumstances would require major revisions of the previous EIR due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

[**X**] There is no new information of substantial importance of the kind set forth in CEQA Guidelines section 15162, subdivision (a)(3), that was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete.

Addendum Prepared by:

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CITY OF ROSEVILLE CALIFORNIA

DEVELOPMENT SERVICES DEPARTMENT–PLANNING DIVISION

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CAMPUS OAKS AND SIERRA VISTA LAND USE AMENDMENTS PROJECT IN WESTERN ROSEVILLE

COMBINED CEQA DOCUMENT

5th ADDENDUM TO THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 95112022, CERTIFIED ON JUNE 5, 1996)
&
12th ADDENDUM TO THE SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2008032115, CERTIFIED ON MAY 5, 2010)

CUMULATIVE CONSIDERATIONS (*Combined CEQA Document*)

The Proposed Project includes two main components in two different planning areas, discussed in detail throughout this Combined CEQA Document. Each component is analyzed separately in an individual addendum using modified checklists. Each analysis, in its respective Mandatory Findings of Significance section, includes a determination on impacts that might be cumulatively considerable. The Addendum for the Proposed GP/COMP Amendments determined that "cumulative impacts associated with the Proposed GP/COMP Amendments would not exceed those contemplated in the COMP EIR and the COMP EIR 1st Addendum." The Addendum for the Proposed GP/SVSP Amendments likewise determined that "cumulative impacts associated with the Proposed GP/SVSP Amendments would not exceed those contemplated in the SVSP EIR, as augmented by the WSP MND." This Section considers the combined effects of the two Project components in order to set forth the total combined level of environmental impact from both the Proposed GP/COMP Amendments and Proposed GP/SVSP Amendments. This Section provides additional consideration of their combined cumulative impacts by looking at the two actions together in the context of the approved full buildout of the General Plan (GP) area, as contemplated in the certified 2020 GP EIR for the 2035 GP Update.

Methodology

Complicating the cumulative analysis here, the Project components occur in two distinct planning areas with different prior planning and environmental review documents. Cumulatively assessing these different Project components across two planning areas and under two different sets of planning and environmental review documents is highly complex and presents many analytical challenges. Thus, the City concluded that assessing the cumulative effect of the two Project components, as set forth in their new addenda, against the backdrop of the analysis and conclusions in the GP EIR presented a sounder and more accessible approach. With this approach, it can be determined whether these actions together exceed any impact conclusions contemplated in the GP EIR for full buildout of the entire GP area, inclusive of the COMP and SVSP areas in which the Project would occur.

Both the Proposed GP/COMP Amendments and Proposed GP/SVSP Amendments are analyzed in their respective addenda as "subsequent environmental review" under CEQA Guidelines sections 15162 through 15164. Environmental analysis of this kind considers whether the impacts of a proposed project will exceed those already anticipated in a previously certified EIR, even if those impacts have not yet occurred in the present physical environment. "When a lead agency is considering whether to prepare a subsequent EIR, the agency is specifically authorized to limit its consideration to effects not considered in connection with the earlier project" (*Martis Camp Community Association v. County of Placer* (2020) 53 Cal.App.5th 569, 608). Accordingly, this cumulative analysis uses the future conditions predicted in the prior environmental documents as a baseline (see *Neighbors for Smart Rail v. Exposition Metro Line Construction Authority* (2013) 57 Cal.4th 445, 450).

Environmental Issue Areas Excluded from this Assessment

The following environmental issue areas are excluded from this analysis because any potential impacts would be site specific, localized, temporary in nature, or are generally not applicable:

- Aesthetics (site specific);
- Agricultural and Forestry Resources (not applicable);
- Biological Resources (site specific, localized, or not applicable);
- Cultural Resources (site specific, localized, or not applicable);
- Geology and Soils (not applicable);
- Hazards and Hazardous Materials (site specific or localized);
- Land Use and Planning (site specific or not applicable);
- Mineral Resources (not applicable);
- Noise (site specific or localized);
- Population and Housing (not applicable);
- Recreation (not applicable);
- Tribal Cultural Resources (site specific, localized, or not applicable); and
- Wildfire (not applicable).

These impacts are discussed in more detail in the addenda for the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments.

Cumulative Assessment and Conclusions

At full buildout, the GP Update EIR assumed an additional 20,000 to 25,000 housing units would be constructed (GP EIR, p. 2-33). For analytical purposes, the GP EIR assumed at full buildout an approximate total of 75,200 housing units (GP EIR, p. 4.2-1). This development is and will be located within the 16 subareas analyzed in the EIR, inclusive of the COMP and SVSP areas, where the Proposed Project is located. With the Proposed Project, the number of housing units in the City increases by 551 units (285 in the COMP area and 266 in the SVSP area). Thus, the overall amount of contemplated residential development would increase slightly compared to what was approved with the 2035 GP and analyzed in the GP EIR.

This cumulative assessment looks to the following environmental issue areas with respect to impact conclusions reached in the certified GP EIR to determine if the proposed land use changes result in increases to any impact conclusion reached in the GP EIR.

Air Quality

Upon full buildout of the GP area, the GP EIR concluded that the following air quality impacts will occur:

- Impacts from construction- and operation-related air pollutant emissions will be significant and unavoidable (GP EIR, pp. 4.4-28, 4.4-36);
- Impacts to sensitive receptors as a result of exposure to substantial pollutant concentrations will be less than significant during construction but significant and unavoidable during operation (GP EIR, pp. 4.4-45, 4.4-46);
- Impacts from carbon monoxide hotspots will be less than significant (GP EIR, p. 4.4-49); and
- Impacts from other emissions such as odor will be significant and unavoidable (GP EIR, p. 4.4-53).

As concluded in the addenda, all air quality impacts associated with the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments would not exceed those anticipated in the COMP EIR and SVSP EIR, respectively, and associated subsequent environmental documents, and would therefore not result in any new significant impacts or substantially increase the severity of an existing significant impact. In fact, air emissions would be reduced during construction as a result of the change in land use on Parcel CO-52 from business/light industrial to residential and, even with both Project components combined, would not exceed PCAPCD's CEQA thresholds of significance for construction (see Attachment A, Table 3). During operation, the combined Proposed Project components would result in some increases in criteria pollutants, with more occurring in the SVSP area than the COMP area as a result of the density bonus units (see Attachment A, Table 4). But, when Project components are combined, only the ROG emissions would exceed PCAPCD's CEQA thresholds of significance for operation (see Attachment A, Table 4), and only by 2.80 lbs/day after mitigation (see Attachment A, Table 5). This increase in ROG, incidentally, may be overstated in the CalEEMod model, which does not allow for individualized adjustments for factors such as the age-restricted units proposed for Parcel WB-30 that are anticipated to produce fewer ROG emissions than their non-restricted counterparts (see Attachment A for more details). Moreover, combined net increases in operational criteria pollutants represent only a marginal percentage increase within the COMP and SVSP planning areas (a 0.33 percent increase for ROG, a 0.33 percent increase for NOx, and a 0.28 percent increase for PM10) (see Table 6 of Raney Air Quality analysis).

Furthermore, odor impacts would decrease due to the proposed land use change on Parcel CO-52, because residential uses, unlike industrial uses, are not classified as likely to produce objectionable odors (see GP EIR, pp. 4.4-49 to 4.4-50). Similarly, residential land uses are not anticipated to produce operational TACs. As well, residential development on all parcels would comply with all applicable Placer County Air Pollution Control District mitigation measures and planning-area-specific mitigation measures, which would help to reduce GHG emissions during both construction and operation. As a result, the combined Proposed Project components would not exceed any air quality impacts analyzed in the GP EIR.

Energy

Upon full buildout of the GP area, the GP EIR concluded that the following transportation and traffic impacts will occur:

- Impacts from the wasteful, inefficient, or unnecessary consumption of energy during construction and operation will be less than significant (GP EIR, p. 4.15-18); and
- Impacts associated with conflicts with State or local energy efficiency plans will be less than significant (GP EIR, p. 4.15-19).

As concluded in the addenda, all energy impacts associated with the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments would not exceed those anticipated in the COMP EIR and SVSP EIR, respectively, and associated subsequent environmental documents. In fact, energy would be reduced because of the reduction in VMT from the redesignation and rezoning of Parcel CO-52 and the age-restriction on future

residents of development planned for Parcel WB-30, which would in turn reduce the localized consumption of fossil fuels. Notably, the transportation sector is the "largest energy consuming sector in California" (GP EIR, p. 4.15-12). Furthermore, all housing units constructed as a result of the Proposed Project would be built on accordance with California Energy Code Title 24, to meet the Building Energy Efficiency Standards, including, but not limited to, standards for water and space heating and cooling equipment, insulation for doors, pipes, walls, and ceilings, and energy-saving appliances. The constructed units also would be eligible for rebates and other financial incentives from both the electric and gas providers for the purchase of energy-efficient appliances and systems, which would further reduce the operational energy demand. The Proposed Project would also increase housing density throughout the City, potentially improving per-unit energy efficiency. As a result, the combined Proposed Project components would not exceed any energy impacts analyzed in the GP EIR; on the contrary, the Proposed Project would likely reduce these impacts.

Greenhouse Gases

Upon full buildout of the GP area, the GP EIR concluded that the following GHG emission impact will occur:

- Impacts associated with conflicts with applicable plans, policies or regulations for the reduction of GHG emissions will be significant and unavoidable (GP EIR, p. 4.5-27).

As concluded in the addenda, all GHG emission impacts associated with the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments would not exceed those anticipated in the COMP EIR and SVSP EIR, respectively, and associated subsequent environmental documents. When both Project components are combined, construction-related GHG emission would increase above emissions estimated for currently approved land uses, but those emissions would still fall well below PCAPCD's CEQA GHG construction thresholds (see Attachment A, Table 10). Combined operational emissions likewise would increase, and while operational emissions would exceed PCAPCD's CEQA GHG operational de minimis thresholds (as would the existing approved land uses and densities), they would not exceed PCAPCD's bright-line threshold or PCAPCD's efficiency metric threshold for residential urban projects (see Attachment A, Tables 9 and 10). As well, residential development on all parcels would comply with all applicable Placer County Air Pollution Control District mitigation measures, which would help to reduce GHG emissions during both construction and operation. As a result, the combined Proposed Project components would not exceed any GHG emission impacts analyzed in the GP EIR.

Hydrology and Water Quality

Upon full buildout of the GP area, the GP EIR concluded that the following hydrology and water impacts will occur:

- Impacts from violations of water quality standards or waste discharge requirements or conflicts with a water quality control plan will be less than significant (GP EIR, p. 4.13-30);
- Impacts to groundwater recharge or groundwater supplies that might impede implementation of a sustainable groundwater management plan will be less than significant (GP EIR, p. 4.13-32);
- Impacts to drainage patterns resulting in substantial erosion or siltation will be less than significant (GP EIR, p. 4.13-35);
- Impacts to drainage patterns resulting in runoff exceeding capacity of existing system or increasing flooding sources of polluted runoff will be less than significant (GP EIR, p. 4.13-41); and
- Impacts from the release of pollutants in flood hazard, tsunami, or seiche zones will be less than significant (GP EIR, p. 4.13-42).

As concluded in the addenda, all hydrology and water quality impacts associated with the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments would not exceed those anticipated in the COMP EIR and SVSP EIR, respectively, and associated subsequent environmental documents. In actuality, improvements made to the currently vacant parcels as a result of eventual development would treat and mitigate storm waters

in a manner that does not currently occur and would better distribute storm water, along with water quality control features, throughout the entirety of the COMP and SVSP areas. Hydrology and water quality impacts associated with both Proposed Project components would not exceed those anticipated in the COMP and SVSP EIRs and, despite some differences in land use and density increases, the scope and scale of potential impacts would remain roughly the same. As a result, the combined Proposed Project components would not exceed any hydrology and water quality impacts analyzed in the GP EIR.

Public Services

Upon full buildout of the GP area, the GP EIR concluded that the following public service impacts will occur:

- Impacts from increased demand for police protection facilities will be less than significant (GP EIR, p. 4.11-23);
- Impacts from increased demand for fire protection services and facilities will be less than significant (GP EIR, p. 4.11-25);
- Impacts from increased demand for school services and facilities will be less than significant (GP EIR, p. 4.11-27); and
- Impacts from the need for new or expanded recreation facilities or accelerated use of existing facilities will be less than significant (GP EIR, p. 4.11-29).

As concluded in the addenda, all public service impacts associated with the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments would not exceed those anticipated in the COMP EIR and SVSP EIR, respectively, and associated subsequent environmental documents. The proposed development would be subject to the same fees and taxes and codes and regulations as the previously approved land uses. As a result, the combined Proposed Project components would not exceed any public services impacts analyzed in the GP EIR.

Transportation/Traffic

Upon full buildout of the GP area, the GP EIR concluded that the following transportation and traffic impacts will occur:

- Impacts from vehicle-miles traveled (VMT) in exceedance of thresholds will be significant and unavoidable (GP EIR, p. 4.3-36);
- Impacts to hazards due to design features, incompatible uses, or emergency access will be less than significant (GP EIR, p. 4.3-40); and
- Impacts associated with conflicts with adopted transportation-related policies, plans, or programs will be less than significant (GP EIR, p. 4.3-43).

As concluded in the addenda, all transportation and traffic impacts associated with the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments would not exceed those anticipated in the COMP EIR and SVSP EIR, respectively, and associated subsequent environmental documents. In fact, VMT would be reduced from current approved conditions as a result of the redesignation and rezoning of Parcel CO-52 and the age-restriction on future residents of development planned for Parcel WB-30. As a result, the combined Proposed Project components would not exceed any transportation and traffic impacts analyzed in the GP EIR; on the contrary, the Proposed Project would reduce these impacts.

Utilities and Service Systems

Upon full buildout of the GP area, the GP EIR concluded that the following utilities and service system impacts will occur:

- Impacts resulting from the relocation of or the construction of new or expanded utilities and service systems facilities will significant and unavoidable (GP EIR, p. 4.12-24);
- Impacts to water supplies will be less than significant (GP EIR, p. 4.12-28);
- Impacts to wastewater treatment capacity will be less than significant (GP EIR, p. 4.12-30); and
- Impacts to solid waste generation and associated capacity statutes and regulations will be less than significant (GP EIR, p. 4.12-32).

As concluded in the addenda, all utilities and service system impacts associated with the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments would not exceed those anticipated in the COMP EIR and SVSP EIR, respectively, and associated subsequent environmental documents. The City has ample water supply for the proposed and planned development, despite some slight increase in demand. Wastewater generation would marginally increase, but the applicable wastewater treatment plant has capacity and, in any event, applicable mitigation requires this be verified prior to obtaining a building permit. Solid waste generation would likely remain the same because a decrease in waste generation associated with Parcel COMP-52 (due to lower anticipated waste generation with high-density residential use as compared to tech/business/light industrial use) will offset the anticipated small increase on Parcels WB-30, WB-32, and FD-34 (due to increased residential density). Regardless, the life of the Western Regional Sanitary Landfill, which serves the area, was recently extended from 2058 to 2110, and has ample capacity. Likewise for electricity demand. Land use changes on Parcel CO-52 would result in a decrease in electricity demand, which likely would offset the slight increase in demand on Parcels WB-30, WB-32, and FD-34. Of course, all development would comply with state and local energy efficiency and other requirements. As a result, the combined Proposed Project components would not exceed any utilities and service system impacts analyzed in the GP EIR; on the contrary, the Proposed Project likely would reduce these impacts.

CONCLUSIONS AND FINDINGS (*Combined CEQA Document*)

As demonstrated in the addenda checklist analyses included as part of this Combined CEQA Document, the City finds that the Proposed Project can be analyzed pursuant to CEQA Guidelines sections 15162(a) and 15164(a), in separate addenda, because none of the conditions calling for the preparation of subsequent or supplemental EIRs or other subsequent CEQA documents are present:

- No project changes or changed circumstances would require major revisions of the previous EIRs due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- No new information of substantial importance of the kind set forth in CEQA Guidelines section 15162, subdivision (a)(3), has been uncovered that indicates the Proposed Project would create new significant impacts or a substantial increase in the severity of the previously identified significant impacts than those analyzed in previously certified CEQA documents.

Accordingly, the City of Roseville approves and adopts the 5th Addendum to the Hewlett-Packard Campus Oaks Master Plan EIR and the 12th Addendum to the Sierra Vista Specific Plan EIR.

Furthermore, although not required under CEQA, the City of Roseville makes the following findings to facilitate informed decision-making:

- The analysis and conclusions presented in the individual addenda and in this Combined CEQA Document are based on substantial evidence found in this document, in previously certified and approved/adopted planning and CEQA documents, and generally in the administrative record for the Proposed Project (see CEQA Guidelines, § 15091(b); Pub. Resources Code, § 21167.6(e)), including all documents and materials incorporated herein by reference. This evidence is available for review during business hours at the Roseville Civic Center, 311 Vernon Street, Roseville, CA and/or as otherwise indicated in this document.
- The two components of the Proposed Project, the Proposed GP/COMP Amendments and the Proposed GP/SVSP Amendments, would not cumulatively exceed any impacts analyzed in the GP EIR and in fact would reduce some impacts.
- The Project will advance the City of Roseville's objectives, goals, and policies for the COMP and SVSP areas and the City in general. Following are select examples of the how the Project will advance applicable plan area objectives and General Plan goals and polices:
    - COMP Objective: *Support the aspirations of Hewlett-Packard to build and operate its facilities within a mixed use master planned community that provides opportunities for convenient and sustainable relationships between employees and nearby housing opportunities, commercial services, and open-space and recreational amenities*.
      The Project will provide nearby housing opportunities on Parcel CO-52, which will be converted from a tech/business use to multi-family housing, resulting in 285 new housing units.
    - SVSP Objective (for Housing Opportunities): *Plan for approximately 8,679 residential units to provide housing choices in varying densities that respond to all market segments, including opportunities for rental units and affordable housing consistent with the City's General Plan*.
      The Project will consist entirely of rental units and primarily of affordable units, and will increase the number of planned units within SVSP by 266, thereby greatly increasing opportunities for those types of housing within the SVSP area and City.
    - GP Goal H2.1: *Work with the development and business communities to provide affordable rental and homeownership opportunities for extremely low-, very low-, low-, and middle-income households.*
      The Project will add 551 new high-density housing units to the City, including 266 new

affordable housing units. As a result, the Project will provide affordable housing opportunities for households with diverse incomes, all without relying on City taxpayer-funded subsidies.

- GP Goal H4.1: *Ensure the availability of quality housing opportunities for the elderly, the disabled, large families, female heads of households, and the homeless.*
  The Project will include 355 housing units that will be available exclusively to low-income senior citizens, thus providing additional (and affordable) housing opportunities for the elderly. Additionally, the Project would add 266 new affordable housing units to the City, increasing the availability of quality affordable housing opportunities for other special needs groups.
- GP Policy LU1.4: *Promote a diversity of residential living options (e.g., density ranges, housing types, affordability ranges), while ensuring community compatibility and well-designed residential development*.
  The Project will provide 551 new high-density housing units (including 266 new affordable units) within the City that will be available to households with diverse incomes. Additionally, the Project will include 355 units that are restricted for use by senior citizens. Development is planned in or near residential or mixed-use areas, and these diverse housing units will comply with all applicable design guidelines, ensuring a high-quality of design and compatibility with the surrounding community.
- GP Goal LU8.4: *Continue a comprehensive, logical planning process, rather than an incremental, piecemeal approach.*
  The Project consists of separate but interrelated land use planning actions in two distinct planning areas within the City, enabling the City to avoid piecemeal review by thoroughly contextualizing and adequately considering all Project actions together.
- GP Policy AQ1.10: *Improve overall health and sustainability of the community by reducing emissions of greenhouse gases that contribute to climate change.*
  The Project includes land use changes and housing unit restrictions that will result in a net reduction in City-wide VMT—and thus, a net reduction in vehicular GHG emissions—while still increasing housing supply within the City.
- GP Policy AQ1.17: *Conserve energy and reduce air pollutant emissions by encouraging energy efficient building designs and transportation systems and promoting energy retrofits of existing structures*.
  The Project will add 551 new high-density housing units to the City, which will comply with all applicable building and efficiency standards and will be eligible for rebates and other financial incentives to incorporate energy-efficient appliances and systems, ensuring energy conservation and a comparative reduction in air pollutant emissions.

- The Project will confer several economic, social, and other benefits to the City of Roseville (and the state), including but not limited to:
  - Assist the City in fulfilling its share of the Regional Housing Needs Allocation (RHNA) by increasing the City's housing stock by 551 housing units, including 266 affordable housing units (10 additional Very-Low-Income Units and 256 additional Low-Income Units), thereby helping to lessen upward pressure on housing costs. The beneficiaries of this new housing will be low-income individuals and families making no more than 80 percent of the average median income (AMI) and very-low income individuals and families making no more than 50 percent AMI.
  - Increase the City's stock of much-needed housing dedicated for senior citizens.
  - Increase property tax, and likely sales tax for the City (from new residents relocating to the new housing from other areas within the City or from outside the City, including those lower income households whose members work in the City but currently live outside the City), which in turn would help fund important local public services, such as fire and police services.

- Reduce the regional VMT by converting land planned for a tech/business use to housing and by increasing age-restricted and multi-family housing in the City, resulting in a commensurate decrease of GHG emissions.
- Through mitigation, contribute to certain infrastructure improvements by paying its fair share towards those improvements, such as for regional flood control facilities (see, e.g., COMP EIR MM 4.4-2(b)). The Project will also construct or contribute to funding other infrastructure improvements that will benefit additional development projects and City residents and visitors.
- Through the increase in residential units, contribute additional funding for public services through the Public Services Community Facilities District (CFD), and additional funding for fire and police services through the Municipal Services CFD.

CC EXHIBIT B

Attachment A

(*Combined CEQA Document*)—Air Quality and Greenhouse Gas Emissions Assessment for the Campus Oaks and Sierra Vista Land Use Amendments Project (Raney Planning & Management, August 2023)

Air Quality and Greenhouse Gas Impact Analysis

Campus Oaks and Sierra Vista Land Use Amendments Project in Western Roseville

Prepared for:
Pine Island Apartments, LLC and FD34 Development LLC

August 2023

Prepared by

RANEY PLANNING & MANAGEMENT, INC. 20 years
1501 Sports Drive, Suite A, Sacramento, CA 95834

INTRODUCTION

This Air Quality and Greenhouse Gas Impact Analysis identifies and analyzes the potential environmental impacts from the Campus Oaks and Sierra Vista Land Use Amendments Project in Western Roseville (proposed project) related to air quality and greenhouse gas (GHG) emissions. The information and analysis in this document are organized in accordance with the City of Roseville's standard addendum checklist in accordance with the California Environmental Quality Act (CEQA). The analysis provided in this document identifies previously approved mitigation measures that continue to apply to the project to reduce potentially significant environmental effects identified in the previous CEQA documents. All modeling results are included as an appendix to this document.

PROJECT LOCATION

The project sites (parcels CO-52, WB-30, WB-32, WB-52, and FD-34, aka "affected parcels") are located in two planning areas, the Hewlett-Packard Campus Oaks Master Plan Area (COMP), generally south of Blue Oaks Boulevard and west of New Meadow Drive; and the Sierra Vista Specific Plan (SVSP), generally west of Fiddyment Road, north of Baseline Road and south of Pleasant Grove Boulevard in the City of Roseville, California (see Figure 1, Roseville Specific Plans). The five parcels combined consist of 39.36 acres and are currently undeveloped. Parcel CO-52 surrounding land uses include undeveloped land to the north, residential apartments to the west and south, soccer field and industrial uses beyond to the east (see Figure 2 for parcel location in the COMP). Parcels WB-30 and WB-52 surrounding land uses include undeveloped land to the north and west, developing residential to the south, residential to the southeast, and undeveloped land to the east. Parcel WB-32 surrounding land uses include residential uses to the east and north, and undeveloped land to the west and south. Parcel FD-34 surrounding land uses include developing residential to the north and undeveloped lands to the south, west and east, except for an electrical substation to the immediate south (see Figure 3 for parcel locations in the SVSP).

PROJECT SUMMARY

The proposed project consists of two main components: the proposed General Plan and Campus Oaks Master Plan amendments, including rezoning, major project permit stage 1 modification, and development agreement amendment for parcel CO-52, and the proposed General Plan and Sierra Vista Specific Plan amendments, including rezoning for parcel WB-52, density bonuses for parcels WB-30, WB-32, and FD-34, modifications to the affordable housing obligations for parcels WB-30, WB-32, and FD-34, and development agreement amendments for all four parcels. As a result of the density bonuses, the proposed project will result in an increase in housing density and in the amount of very-low-income and low-income units within the City of Roseville. Table 1 below summarizes the City of Roseville's general plan designations and zoning for the project's parcels.

Table 1
General Plan and Zoning Designations

Parcel	Acres	Current General Plan	Current Zoning	Proposed General Plan	Proposed Zoning
CO-52	17.65	Tech Park/Business Professional, Light Industrial	Industrial/Business Park/Special Area	High-Density Residential	R3 Multi-Family Housing
WB-30	8.06	High Density Residential	R3 Multi-Family Housing	No change	No change
WB-32	5.11	High Density Residential	R3 Multi-Family Housing	No change	No change
WB-52	1.50	Park	Park	High-Density Residential	R3 Multi-Family Housing
FD-34	7.04	High Density Residential	R3 Multi-Family Housing	No change	No change

Figure 1
Roseville Specific Plans

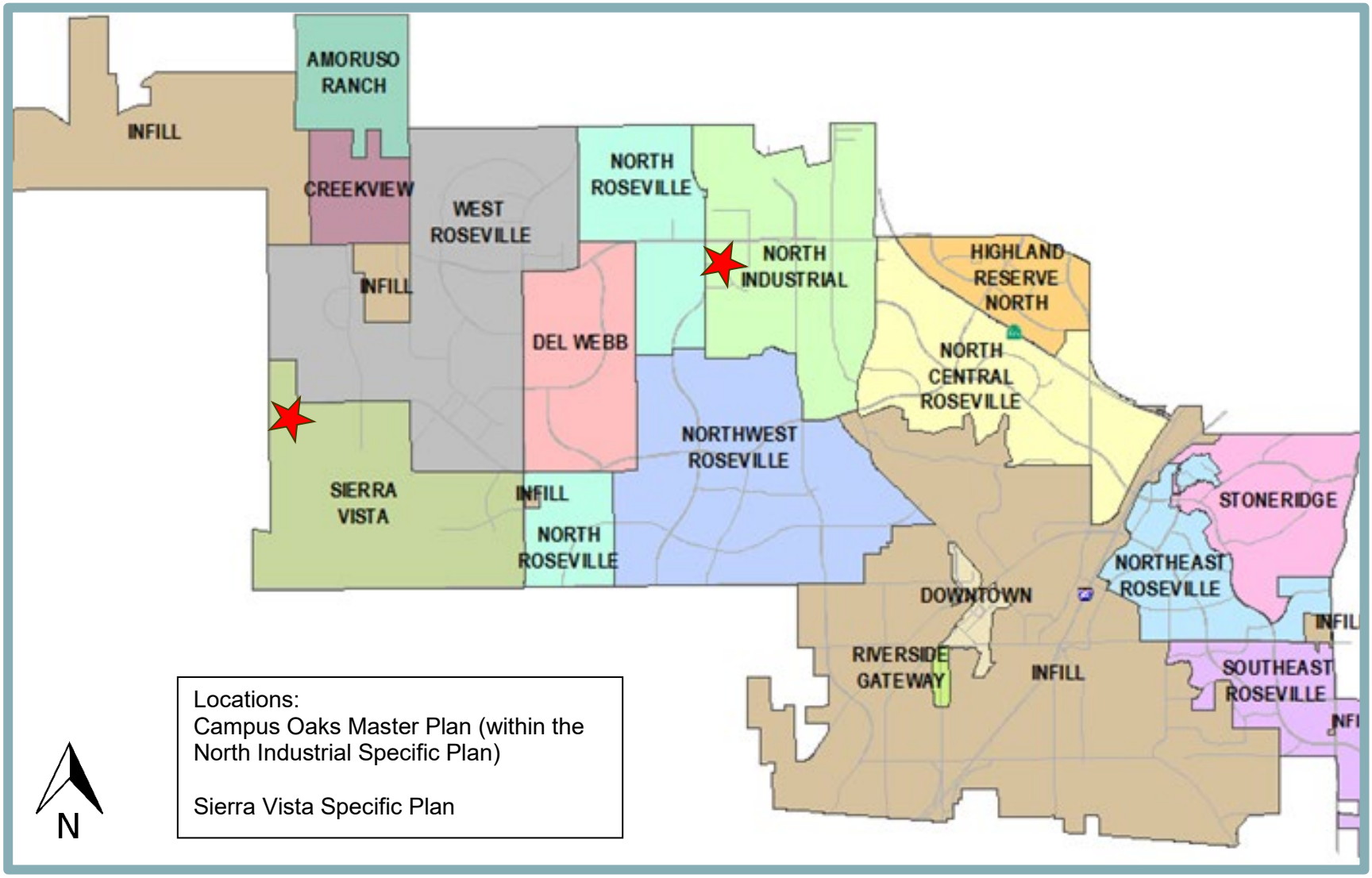

Figure 2
Project Location (Parcel CO-52 in the Campus Oaks Master Plan)

Figure 3
Project Locations (Parcels in the Sierra Vista Specific Plan)

SOURCES

1. CARB. *Air Quality and Land Use Handbook: A Community Health Perspective.* April 2005. Available at: https://ww2.arb.ca.gov/sites/default/files/2023-05/Land%20Use%20Handbook_0.pdf.
2. CARB Consumer Products Program. Available at https://ww2.arb.ca.gov/our-work/programs/consumer-products-program/about. Accessed August 3, 2023.
3. CARB. *In-Use Off-Road Diesel Fueled Fleets Regulation*. Available at: https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation.
4. CARB Pollution Mapping Tool. Available at https://ww2.arb.ca.gov/resources/carb-pollution-mapping-tool. Accessed August, 3, 2023.
5. Fehr and Peers. *Draft Technical Memorandum, Transportation Impact Analysis for Rezoning Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan.* July 25, 2023.
6. Placer County Air Pollution Control District. *2017 CEQA Handbook.* October 2016. Available at: https://www.placerair.org/1801/CEQA-Handbook.
7. Placer County Air Pollution Control District. *California Environmental Quality Act Thresholds of Significance Justification Report.* October 2016. Available at: https://www.placer.ca.gov/DocumentCenter/View/2061/Threshold-Justification-Report-PDF?bidId=.
8. Placer County Air Pollution Control District. Rulebook. Available at: https://www.placerair.org/1861/Rules. Accessed July 23, 2023.
9. Roseville, City of, *Addendum and Initial Study of Environmental Significance, Campus Oaks Master Plan Amendment – General Plan Amendment, Rezone, Development Agreement Amendments – File #PL14-037 and File #PL14-0374.* July 6, 2015. Available at https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Environmental%20Documents%20and%20Public%20Notices/Private%20Development%20Projects/Campus%20Oaks/Campus%20Oaks%20Addendum%2007.07.2015%20CLEAN.pdf. Accessed August 8, 2023.
10. Roseville, City of. *Hewlett-Packard Campus Oaks Master Plan Environmental Impact Report* (SCH# 95112022). Certified June 5, 1996. Available at: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775121. Accessed August 11, 2023.
11. Roseville, City of. *Sierra Vista Specific Plan Environmental Impact Report* (SCH# 2008032115). Certified May 5, 2010. Available at: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775140, Accessed August 11, 2023.
12. Roseville, City of. *Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration*. April 2012. Available at: https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8775140. Accessed August 11, 2023.
13. Windy.App. Roseville data. Available at: https://windy.app/forecast2/spot/469575/Roseville+CA/statistics. Accessed July 31, 2023.

III. Air Quality

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Conflict with or obstruct implementation of the applicable air quality plan?	**COMP**[1] 4.10-1, 4.10-2, 4.10-4, 4.10-6 **SVSP**[2] 4.4-1, 4.4-2, 4.4-6	No	No	No	**Yes**
b) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	See a) above	No	No	No	Yes
c) Expose sensitive receptors to substantial pollutant concentrations?	**COMP** 4.10-3, 4.10-7, 4.10-8, 4.10-9 **SVSP** 4.4-3, 4.4-4	No	No	No	**Yes**
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	**COMP** 4.10-5 **SVSP** 4.4-5	No	No	No	None required

[1] Roseville, City of. *Hewlett-Packard Campus Oaks Master Plan Environmental Impact Report* (SCH# 95112022). Certified June 5, 1996.

[2] Roseville, City of. Sierra Vista Specific Plan Environmental Impact Report (SCH# 2008032115). Certified May 5, 2010. *Westbrook Specific Plan Amendment to the Sierra Vista Specific Plan Mitigated Negative Declaration*. April 2012.

Discussion

a.b. The City of Roseville is located within the boundaries of the Sacramento Valley Air Basin (SVAB), which is under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD). Federal and State ambient air quality standards (AAQS) have been established for six common air pollutants, known as criteria pollutants, due to the potential for pollutants to be detrimental to human health and the environment. The criteria pollutants include particulate matter (PM), ground-level ozone, carbon monoxide (CO), sulfur oxides, nitrogen oxides (NO_X), and lead. At the federal level, Placer County is designated as severe nonattainment for the 8-hour ozone AAQS, nonattainment for the 24-hour $PM_{2.5}$ AAQS, and attainment or unclassified for all other criteria pollutant AAQS. At the State level, the area is designated as a serious nonattainment area for the 1-hour ozone AAQS, nonattainment for the 8-hour ozone AAQS, nonattainment for the PM_{10} AAQS, and attainment or unclassified for all other State AAQS.

As a part of the SVAB federal ozone nonattainment area, the PCAPCD works with the other local air districts within the Sacramento area to develop a regional air quality management plan under the Federal Clean Air Act (FCAA) requirement. The regional air quality management plan is called the State Implementation Plan (SIP) which describes and demonstrates how Placer County, as well as the Sacramento nonattainment area, would attain the required federal ozone standard by the proposed attainment deadline. In accordance with the requirements of the FCAA, the PCAPCD, along with the other air districts in the region, prepared the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (Ozone Attainment Plan) in December 2008. The California Air Resources Board (CARB) determined that the Ozone Attainment Plan met FCAA requirements and approved the Plan on March 26, 2009 as a revision to the SIP. An update to the plan, the 2017 Revisions to the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (2017 Ozone Attainment Plan), was prepared and adopted by CARB on November 16, 2017. An additional update to the plan was prepared and adopted by CARB on October 15, 2018, and known as the 2018 Updates to the California State Implementation Plan.

Nearly all development projects in the Sacramento region have the potential to generate air pollutants that may increase the difficultly of attaining federal and State AAQS. Therefore, evaluation of air quality impacts is required. In order to evaluate ozone and other criteria air pollutant emissions and support attainment goals for those pollutants that the area is designated nonattainment, PCAPCD has developed its California Environmental Quality Act (CEQA) Handbook,[3] which includes recommended thresholds of significance, including mass emission thresholds for construction-related and operational ozone precursors, as the area is under nonattainment for ozone. For development projects, PCAPCD established significance thresholds for emissions of the ozone precursors reactive organic gases (ROG) and NO_X, as well as for PM_{10}, expressed in pounds per day (lbs/day) presented in Table 2.

[3] PCAPCD. *2017 California Environmental Quality Act Handbook*. October 2016. Available at: https://www.placerair.org/1801/CEQA-Handbook. Accessed 7/27/2023

Table 2
PCAPCD Thresholds of Significance

Pollutant	Construction Thresholds Daily Maximum	Operational Thresholds Daily Maximum
ROG	82 lbs/day	55 lbs/day
NO_X	82 lbs/day	55 lbs/day
PM_{10}	82 lbs/day	82 lbs/day

Source: PCAPCD, 2017 CEQA Handbook, October 2016.

Construction Criteria Pollutant Emissions

The PCAPCD provides guidance on reviewing proposed projects for air quality impacts in its CEQA Handbook, specifically Chapter 3 covers construction activities.

The project is required to comply with all PCAPCD rules applicable to construction activity which can be found on the PCAPCD's Rules webpage.[4] Appendix A of PCAPCD's CEQA Handbook summarizes the most commonly applicable rules to construction including but not limited to the following rules:

- Rule 202, Visible Emissions;
- Rule 205, Nuisance;
- Rule 217, Cutback and Emulsified Asphalt Paving Materials;
- Rule 218, Architectural Coatings;
- Rule 225, Wood Burning Appliances;
- Rule 228, Fugitive Dust;
- Rule 231, Industrial, Institutional, and Commercial Boilers, Steam Generators, and Process Heaters;
- Rule 246, Natural Gas-fired Water Heaters;
- Rule 247, Natural Gas-fired Water Heaters, Small Boilers, and Process Heaters;
- Rule 304, Land Developments Burning Smoke Management; and
- Rule 501, General Permit Requirements.

The project will comply with applicable PCAPCD recommended construction mitigation measures listed in Appendix C of the PCAPCD CEQA Handbook and listed below.

- Maintain all construction equipment properly according to manufacturer's specifications.
- Fuel all off-road and portable diesel-powered equipment with CARB certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
- Comply with the State Off-Road Regulation by using diesel construction equipment meeting CARB's Tier 2 certified engines or cleaner off-road heavy-duty diesel engines.
- Comply with the State On-Road Regulation by using on-road heavy-duty trucks that meet the CARB's Tier 3 standard for on-road heavy-duty diesel engines.
- All on and off-road diesel equipment shall not idle for more than 5 minutes. Signs shall be posted in the designated queuing areas and/or job sites to remind drivers and operators of the 5-minute idling limit.
- Diesel idling within 1,000 feet of sensitive receptors is not permitted.

[4] PCAPCD Rulebook. Available at: https://www.placerair.org/1861/Rules. Accessed 7/28/2023

- Staging and queuing areas shall not be located within 1,000 feet of sensitive receptors.
- Use Electrified equipment when feasible.
- Substitute gasoline-powered in place of diesel-powered equipment, where feasible.
- Use alternatively fueled construction equipment on-site where feasible, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane or biodiesel.
- Require contractors to repower equipment with the cleanest engines available.
- Require construction equipment use installed California Verified Diesel Emission Control Strategies. These strategies are listed at http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm.
- Require the contractor to prepare a dust control plan when the disturbed area is more than one (1) acre.
- Reduce the amount of the disturbed area where possible.
- Use water trucks or sprinkler systems in sufficient quantities to prevent airborne dust from leaving the site. Increased watering frequency is required whenever wind speeds exceed 15 mph. Reclaimed (non-potable) water should be used whenever possible.
- All dirt stock-pile areas should be sprayed daily as needed.
- All roadways, driveways, sidewalks, etc. to be paved should be completed as soon as possible, with building pads laid as soon as possible after grading unless seeding or soil binders are used.
- All fugitive dust mitigation measures shall be shown on grading and building plans.
- The contractor or builder shall designate a person or persons to monitor the fugitive dust emissions and enhance the implementation of the measures as necessary to minimize dust complaints, reduce visible emissions below 20% opacity, and prevent transport of dust offsite. Their duties shall include holidays and weekend periods when work may not be in progress.

The proposed project was modeled using CalEEMod 2022's default construction information to provide full disclosure of emissions and to compare emissions to PCAPCD's thresholds of significance. Proposed project modeling results are included as Appendix A. A direct comparison of the construction emissions associated with the planning areas (COMP and SVSP) under the proposed project to the emissions that could occur in the same planning areas under the previously approved land uses (baseline) is provided in Table 3 to support the current environmental review and to provide an abundance of information. Appendix B includes the baseline project CalEEMod reports.

Table 3
Unmitigated Construction Criteria Pollutant Emissions Comparison (lbs/day)

Scenario	ROG	NO_X	PM_{10}
Baseline			
COMP	44.40	36.00	21.40
SVSP	14.40	36.00	21.40
Total Baseline	58.80	72.00	42.80
with Proposed Project			
COMP	10.20	36.00	21.40
SVSP	20.80	36.00	21.40
Total Proposed Project	31.00	72.00	42.80
CHANGE FROM BASELINE	-27.80	0.00	0.00
Threshold of Significance	82	82	82
Exceed Current Threshold?	No	No	No
Exceed Prior Impact Conclusions (significant and unavoidable in COMP and SVSP areas)	No	No	No

Source: CalEEMod, July and August 2023 (see Appendices A and B).

As shown in Table 3, the maximum daily unmitigated proposed project construction-related emissions for the COMP parcel would decrease slightly below current approved conditions for ROG and remain the same for NO_X and PM_{10}. For the SVSP parcels, the maximum daily unmitigated proposed project construction-related emissions would increase slightly above current approved conditions for ROG and remain the same for NO_X and PM_{10}. When looking at the project as a whole, if it is conservatively assumed that all parcels are developed concurrently, construction-related emissions would overall decrease for ROG and remain the same for NO_X and PM_{10},[5] and would be below the PCAPCD CEQA thresholds of significance used by the City of Roseville. Nonetheless, because the proposed project is part of two previously approved larger projects, COMP and SVSP, the air quality mitigation measures from the previous environmental documents remain applicable to the proposed project and would reduce construction-related emissions even further (COMP EIR MM 4.10-1 [Provide dust controls], COMP EIR MM 4.10-2(a) [Maintain construction equipment and vehicles], COMP EIR MM 4.10-2(b) [Develop and implement a Construction Employee Trip Reduction Plan], SVSP EIR MM 4.4-1 [Dust and construction control measures], SVSP EIR WMM 4.4-3 [Measures to reduce operational emissions], and SVSP EIR WMM 4.4-7 [Risk assessment and site specific measures]). Also, the proposed project is subject to Placer County Air Pollution Control District construction mitigation measures.

Therefore, project construction would not result in new or more substantially severe significant air quality impacts that have not been previously analyzed in the COMP and SVSP environmental documents, which found potential construction-related impacts to be significant and unavoidable in both the COMP and SVSP area, and indeed would result in fewer construction-related emissions.

[5] Since the proposed project construction details are not currently known, CalEEMod defaults were used in the analysis. CalEEMod construction default information (i.e., equipment usage, grading and site preparation activity) is based on project acres. Because the proposed project and baseline project acres are the same, the NO_X and PM_{10} emissions did not change from the baseline project to the proposed project.

Operational Criteria Pollutant Emissions

Operational emissions of ROG, NO_X, and PM_{10} would be generated by the project from mobile, area, and energy usage sources. CalEEMod modeling results for the proposed project, which include project trip rates from the *Draft Technical Memorandum on Transportation Impact Analysis for Rezoning Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan*,[6] are included as Appendix A. A direct comparison of the operational emissions associated with the affected parcels under the proposed project to the operational emissions that could occur on the same parcels under the previously approved land uses (baseline) is provided in Table 4 to support the current environmental review and to provide an abundance of information. Appendix B includes the baseline project CalEEMod reports.

Table 4
Unmitigated Operational Criteria Pollutant Emissions Comparison (lbs/day)

Scenario	ROG	NO_X	PM_{10}
Baseline			
COMP	11.70	8.81	14.80
SVSP	29.20	14.10	22.00
Total Baseline	40.90	22.91	36.80
with Proposed Project			
COMP	15.50	7.49	11.60
SVSP	42.60	20.20	31.10
Total Proposed Project	58.10	27.69	42.70
CHANGE FROM BASELINE	+17.20	+4.78	+5.90
Threshold of Significance	55	55	82
Exceed Current Threshold?	Yes	No	No
Exceed Prior Impact Conclusions (significant and unavoidable in COMP and SVSP areas)	No	No	No

Source: CalEEMod, July and August 2023 (see Appendices A and B).

As demonstrated in Table 4, the proposed project's maximum daily unmitigated NO_X, and PM_{10} emissions for the COMP parcel would decrease, while the ROG emissions would incrementally increase, but all criteria pollutants of concern would be below the current PCAPCD CEQA thresholds of significance for the criteria pollutants of concern used by the City of Roseville. Project operation on the SVSP parcels would result in marginal to moderate increases in all three criteria pollutants, but would also still be below the current thresholds. When all affected parcels in both planning areas are viewed together, the unmitigated operation results in overall increases of the three criteria pollutants, but no threshold exceedances for NO_X, and PM_{10}. The unmitigated ROG emissions, however, would exceed the current threshold (by only 3.10 lbs/day). Although, notably, the operational ROG (and NO_X) threshold of significance used in the prior CEQA documents was markedly higher—82 lbs/day versus the current standard of 55 lbs/day. Thus, the threshold analysis presented here is highly conservative in comparison to the previously certified analysis.

[6] Fehr and Peers. *Draft Technical Memorandum on Transportation Impact Analysis for Rezoning Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan.* July 25, 2023.

Because the proposed project is part of two previously approved larger projects, COMP and SVSP, the parcels were analyzed in the previous environmental documents and are subject to various air quality mitigation measures from the previous environmental documents. The SVSP environmental document includes Mitigation Measure 4.4-3 to reduce vehicle emissions and operational emissions from development through installation of charging stations, higher residential densities, access to transit stops, and restriction of woodburning appliances in multi-family residential projects. The aforementioned mitigation measure would reduce the proposed project emissions, including ROG emissions. As well, the proposed project is subject to Placer County Air Pollution Control District operation mitigation measures.

Furthermore, 38 percent of the proposed project ROG emissions are estimated to come from the use of consumer products by the future residences (such as the use of things like hairspray and household cleaning products), which will vary and may be less than estimated by the CalEEMod modeling, but for which such individualized variance cannot be adjusted in the modeling. Particularly, ROG emissions from the age-restricted units planned for Parcel WB-30likely would be lesser than what is currently modeled. It is important to note the CARB is responsible for ROG emission reductions from the consumer products sector. In September 2022, CARB approved the 2022 State Strategy for the SIP, which included a commitment to reduce ROG emissions from consumer products by 20 tons/day by the year 2037, which will further reduce the ROG emissions from the proposed project.[7] Thus, with implementation of the previously required mitigation measure in conjunction with State regulations and local air district measures, the proposed project's combined ROG emissions would be reduced, but not below the applicable PCAPCD ROG threshold of significance as shown in Table 5.

Table 5
Mitigated Operational ROG Emissions (lbs/day)

with Proposed Project	ROG
COMP	15.40
SVSP	42.40
Total Proposed Project	57.80
Threshold of Significance	55
Exceed Current Threshold?	Yes
Exceed Prior Impact Conclusions (significant and unavoidable in COMP and SVSP areas)	No

Source: CalEEMod, August 2023 (see Appendix C).

As shown in Table 5, the proposed project's mitigated operational ROG emissions are estimated to be slightly higher (2.8 lbs/day) than the threshold level. This modest threshold exceedance is consistent with the prior COMP and SVSP environmental documents, which identified impacts related to air pollutant increases as significant and unavoidable for full buildout of the planning areas, even with implementation of mitigation.[8,9] And, as

[7] CARB Consumer Products Program. Available at https://ww2.arb.ca.gov/our-work/programs/consumer-products-program/about. Accessed August 3, 2023.

[8] Roseville, City of. *Hewlett-Packard Campus Oaks Master Plan Environmental Impact Report* (SCH# 95112022). Certified June 5, 1996. Page 6-19.

[9] Roseville, City of. Sierra Vista Specific Plan Environmental Impact Report (SCH# 2008032115). Certified May 5, 2010. Page 4.4-31.

discussed just above, the operational ROG threshold of significance used in the prior CEQA documents was markedly higher; thus, the threshold analysis presented here is highly conservative in comparison to the previously certified analysis.

Therefore, the above analysis demonstrates that the operational emissions from the proposed land use changes would not create any new impacts or substantially more severe significant impacts, as compared to the previously approved COMP and SVSP environmental documents, which found potential operation-related impacts to be significant and unavoidable in both areas.

Furthermore, the proposed project's ROG, NO_X, and PM_{10} increases contribute toward only a nominal percentage increase in these criteria pollutants within the larger SVSP and COMP planning areas. The results and comparison of the modeling efforts are presented in Table 6 and the modeling reports are provided in Appendix D.[10]

Table 6
Unmitigated Operational Criteria Pollutant Emissions Entire Planning Area Comparison (lbs/day)

Scenario	ROG	NO_X	PM_{10}
Baseline			
COMP Planning Area	302	95	189
SVSP Planning Area	4,297	2,348	5,115
Total Baseline	4,599	2,443	5,304
with Proposed Project			
COMP Planning Area	305	96	193
SVSP Planning Area	4,309	2,355	5,126
Total Proposed Project	4,614	2,451	5,319
CHANGE FROM BASELINE	+15	+8	+15
Threshold of Significance	55	55	82
Exceed Current Threshold?	Yes	Yes	Yes
Exceed Prior Impact Conclusions (significant and unavoidable in COMP and SVSP areas)	No	No	No

Source: CalEEMod, August 2023 (see Appendix D).

Cumulative Criteria Pollutant Emissions

Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By nature, air pollution is largely a cumulative impact. A single project is not sufficient in size to, by itself, result in nonattainment of ambient air quality standards (AAQS). Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant. In developing thresholds of significance for air pollutants, PCAPCD considered the emission levels for which a project's individual emissions would be cumulatively considerable.

[10] The lbs/day increases shown in Table 6 vary slightly from those shown in Table 4 as a result of different factors and variances involved in modeling air emissions for larger planning areas, including traffic analysis zone differences which impact motor vehicle trip distances.

The thresholds of significance presented in Table 2 represent the levels at which a project's individual emissions of criteria air pollutants or precursors would result in a cumulatively considerable contribution to the PCAPCD's existing air quality conditions. If a project exceeds the significance thresholds presented in Table 2, the proposed project's emissions would be cumulatively considerable, resulting in significant adverse cumulative air quality impacts to the region's existing air quality conditions.

Because, as discussed above, the proposed project would result in both construction-related and operational emissions that by-and-large do not exceed PCAPCD CEQA thresholds of significance with the adopted COMP and SVSP mitigation measures in conjunction with State regulations and local air district measures, construction and operations of the project would not be expected to result in a cumulatively considerable contribution to the region's existing air quality conditions. The exceedance of the ROG threshold is marginal and does not exceed the scope of analysis in the prior certified CEQA documents, which found the same impact to be significant and unavoidable. Accordingly, the proposed project would not create any new or substantially more severe significant impacts related to cumulative emissions of criteria pollutants as compared to the previously approved COMP and SVSP CEQA documents, both of which found the cumulative impact to be significant and unavoidable (see, e.g., COMP Draft EIR, p. 6-13; SVSP Final EIR, p. 5-130).

Conclusion

Based on the above, the proposed project would not create a new significant impact that had not been previously analyzed in the COMP and SVSP environmental documents or a substantially more severe impact than found in the previously certified and adopted CEQA documents, all of which found potential operation-related impacts to be significant and unavoidable in both the COMP and SVSP areas, in regard to conflicting with or obstructing implementation of the applicable air quality plan, violating any air quality standards, or contributing substantially to an existing or projected air quality violation, or resulting in a cumulatively considerable net increase in any criteria air pollutant. The approved construction and operational mitigation measures from the previous SVSP environmental document would remain applicable to the proposed project.

c. Some land uses are considered more sensitive to air pollution than others, due to the types of population groups or activities involved. Heightened sensitivity may be caused by existing health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Sensitive receptors are typically defined as facilities where sensitive receptor population groups (i.e., children, the elderly, the acutely ill, and the chronically ill) are likely to be located. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, playgrounds, childcare centers, retirement homes, convalescent homes, hospitals, and medical clinics. Sensitive receptors in the project vicinity include existing and developing residences surrounding the project sites.

The major pollutant concentrations of concern are localized CO emissions and toxic air contaminant (TAC) emissions which are addressed in further detail below.

Localized CO Emissions

Localized concentrations of CO are related to the levels of traffic and congestion along

streets and at intersections. High levels of localized CO concentrations are only expected where background levels are high, and traffic volumes and congestion levels are high. Emissions of CO are of potential concern, as the pollutant is a toxic gas that results from the incomplete combustion of carbon-containing fuels such as gasoline or wood. CO emissions are particularly related to traffic levels.

In order to provide a conservative indication of whether a project would result in localized CO emissions that would exceed the applicable threshold of significance, the PCAPCD has established screening criteria that if project operational CO emissions are below 550 lbs/day, the project would result in a less-than-significant impact related to localized CO emission concentrations. The maximum project CO emissions were estimated at 248 lbs/day for build out of all proposed project parcels, as included in the CalEEMod reports (see Appendix A). Therefore, based on PCAPCD's screening criteria for localized CO emissions, the proposed project would not be expected to result in substantial levels of localized CO at surrounding intersections or generate localized concentrations of CO that would exceed standards or cause health effects. Consequently, the proposed project would not result in any new or more severe significant impacts to air quality related to localized CO emissions beyond what was already analyzed in the COMP and SVSP environmental documents, which found potential operation-related CO impacts to be significant and unavoidable in both the COMP and SVSP areas.

TAC Emissions

Another category of environmental concern is exposure to TACs. Health risks associated with TACs are a function of both the concentration of emissions and the duration of exposure, where the higher the concentration and/or the longer the period of time that a sensitive receptor is exposed to pollutant concentrations would correlate to a higher health risk. The CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* (Handbook) provides recommended setback distances for sensitive land uses from major sources of TACs, including, but not limited to, freeways and high traffic roads, distribution centers, rail yards, and gas-dispensing facilities (GDFs).[11]

Implementation of the proposed project would result in emissions of TACs related to project construction. In addition, the proposed project would introduce new residential land uses on COMP parcel CO-52; thus, the proposed project could potentially result in exposure of such residents to TAC emissions associated with the nearby Roseville Energy Park (REP). Each source of TACs is discussed in further depth in the sections below.

Construction TACS

Short-term, construction-related activities could result in the generation of TACs, specifically diesel particulate matter (DPM), from on-road haul trucks and off-road equipment exhaust emissions. Construction is temporary and occurs over a relatively short duration in comparison to the operational lifetime of the proposed project. Health risks are typically associated with exposure to high concentrations of TACs over extended periods of time (e.g., 30 years or greater), whereas the construction period associated with the proposed project would likely be less than three years over the multiple parcels. All construction equipment and operation thereof would be regulated in accordance with the In-Use Off-Road Diesel Vehicle Regulation,[12] which is intended to reduce emissions

[11] CARB. *Air Quality and Land Use Handbook: A Community Health Perspective*. April 2005.
[12] CARB. *In-Use Off-Road Diesel Fueled Fleets Regulation*. Available at: https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation. Accessed July 28, 2023.

associated with off-road diesel vehicles and equipment, including DPM. Additionally, project construction would be required to comply with all applicable PCAPCD rules and all applicable construction mitigation measures listed in Appendix C of the CEQA Handbook, as noted previously.

Because construction equipment on-site would be used at varying locations over multiple project sites, associated emissions of DPM would not occur at the same location for extended periods of time. Due to the temporary nature of construction and the duration of potential exposure to associated emissions, the potential for any one sensitive receptor in the area to be exposed to large concentrations of pollutants for a substantially extended period of time would be low. Moreover, construction activities on the affected parcels are considered under full buildout of the currently approved SVSP and COMP and their associated CEQA documents, regardless of the proposed project. Thus, TAC emissions associated with construction of the parcels would be ostensibly the same as those that would occur under the approved plans and that were previously analyzed in the SVSP and COMP environmental documents. Accordingly, the proposed project would not result in new or more severe impacts related to exposing sensitive receptors to substantial pollutant concentrations beyond what was already analyzed in the COMP and SVSP environmental documents, which likewise found potential construction-related TAC impacts to be less than significant in both the COMP and SVSP areas.

Operational TACS

The proposed project, consisting of residential land uses, is not considered a source of operational TAC emissions and, thus, would not impact nearby sensitive receptors.

Impacts of the environment on a project (as opposed to impacts of a project on the environment) are beyond the scope of required CEQA review.[13] While not a CEQA consideration, due to the proximity of the proposed project site to the Roseville Energy Park (REP), the REP is being included for an informational discussion only.

A review of CARB's Pollution Mapping Tool[14] did not reveal any large TAC pollution sources within 1,000 feet of the proposed project parcels. The REP is located near the intersection of Westpark Drive and Phillip Road and is listed as a source of TACs, including benzene, DPM and formaldehyde. The REP is approximately three miles to the west of parcel CO-52 and one and one-half miles to the northeast of parcels WB-30 and WB-52. The distances between the REP and the proposed project parcels are much farther than any of the recommended buffer distances in the Handbook; therefore, exposure to the future sensitive receptors on the site to TAC emissions associated with the REP would not occur.

[13] "[T]he purpose of an EIR is to identify the significant effects of a project on the environment, not the significant effects of the environment on the project." (*Ballona Wetlands Land Trust v. Town of Los Angeles,* (2011) 201 Cal.App.4th 455, 473 (Ballona).) The California Supreme Court recently held that "CEQA does not generally require an agency to consider the effects of existing environmental conditions on a proposed project's future users or residents. What CEQA does mandate… is an analysis of how a project might exacerbate existing environmental hazards." (*California Building Industry Assn. v. Bay Area Air Quality Management Dist*. (2015) 62 Cal.4th 369, 392; see also *Mission Bay Alliance v. Office of Community Investment & Infrastructure* (2016) 6 Cal.App.5th 160, 197 ["identifying the effects on the project and its users of locating the project in a particular environmental setting is neither consistent with CEQA's legislative purpose nor required by the CEQA statutes"], quoting *Ballona, supra*, 201 Cal.App.4th at p. 474.) In the case of the proposed project, the impact of placing future residents within area with odors is considered an existing environmental condition that would affect future users/residents.

[14] CARB Pollution Mapping Tool. Available at https://ww2.arb.ca.gov/resources/carb-pollution-mapping-tool. Accessed 8/3/2023.

Additionally, CARB's Handbook recommends avoiding siting new sensitive land uses within 500 feet of a freeway, urban road with 100,000 vehicles/day, or rural roads with 50,000 vehicles/day. According to Appendix B of the *Draft Technical Memorandum on Transportation Impact Analysis for Rezoning Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan*, traffic volumes on Pleasant Grove and Westbrook boulevards are well below any levels of concern noted in the Handbook. Therefore, TAC exposure from roadway emissions would not create an impact to future residences of the proposed project.

Conclusion

Based on the above discussion, the proposed project would not expose any sensitive receptors to substantial concentrations of localized CO or TACs associated with construction or operations of the proposed project. Thus, the proposed project would not result in new or more severe impacts related to exposing sensitive receptors to substantial pollutant concentrations beyond what was already analyzed in the COMP and SVSP environmental documents.

d. According to the PCAPCD's CEQA Handbook, odors can cause health symptoms such as nausea and headaches. PCAPCD is responsible for responding to odor complaints which can become a nuisance. Typical odor-generating land uses include, but are not limited to, wastewater treatment plants, landfills, and composting facilities. Although the proposed project would not introduce any such land uses, construction activities may lead to odors.

Construction activities often include diesel-fueled equipment and heavy-duty diesel trucks, which can create odors associated with diesel fumes, which could be found to be objectionable. However, as discussed above, construction activities would be temporary. Project construction would also be required to comply with all applicable PCAPCD rules and construction mitigation measures. The aforementioned regulations would help to minimize air pollutant emissions, as well as any associated odors. Furthermore, construction activities on the proposed project parcels are anticipated under full buildout of the currently approved SVSP and COMP, regardless of the proposed project. Thus, substantial objectionable odors would not occur during construction activities beyond what could already occur under the approved plans and were previously analyzed in the SVSP and COMP environmental documents.

As previously discussed, the Pleasant Grove WWTP is located near the intersection of Westpark Drive and Phillip Road. Impacts of the environment on a project (as opposed to impacts of a project on the environment) are beyond the scope of required CEQA review (see footnote 12). While not a CEQA consideration, due to the proximity of the proposed project site to the WWTP, the WWTP is being included for an informational discussion only.

Parcel CO-52, currently zoned for industrial/business park, is being proposed for residential uses. Parcel WB-52, currently zoned for park use, is being proposed for residential uses. Parcel CO-52 is approximately three miles to the east of the WWTP. Parcels WB-30 (residential use) and WB-52 are about one and one-half miles to the southwest of the WWTP. Distance and wind direction are factors in determining if a

potential odor source could impact its neighbors. According to the Windy.App website,[15] the prevailing wind direction in Roseville is from the south and southeast. Although the WWTP is within two miles of the proposed project site (parcels noted are the closest to the WWTP in the proposed project), the prevailing wind direction would disperse any odors away from the proposed project parcels. Therefore, the WWTP is not expected to create an odor impact for the new proposed residential parcels. Furthermore, because parcel WB-30 is already zoned for residential use, the proposed project would not result in any changes related to odor impacts previously anticipated and analyzed in the COMP and SVSP environmental documents.

Conclusion

For the aforementioned reasons, construction and operation of the proposed project would not result in new or more severe impacts from emissions (such as those leading to odors and dust) adversely affecting a substantial number of people beyond what was previously analyzed in the COMP and SVSP environmental documents, which likewise found potential operational odor impacts to be less than significant in both the COMP and SVSP areas.

[15] Windy.App. Available at: https://windy.app/forecast2/spot/469575/Roseville+CA/statistics. Accessed July 30, 2023.

VIII. Greenhouse Gases

	Where Impact Was Analyzed in Prior Environmental Documents.	Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts?	Any New Information Requiring New Analysis or Verification?	Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts.
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	**COMP** 1st, Addendum[16] Pages 93-95 **SVSP** 4.5-1	No	No	No	**Yes**
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	**COMP** 1st Addendum Page 95 **SVSP** 4.5-2	No	No	No	None required

Discussion

a.b. Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. Therefore, the cumulative global emissions of GHGs contributing to global climate change can be attributed to every nation, region, and city, and virtually every individual on Earth. An individual project's GHG emissions are at a micro-scale level relative to global emissions and effects to global climate change; however, an individual project could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact. As such, impacts related to emissions of GHG are inherently considered cumulative impacts.

Implementation of the proposed project would cumulatively contribute to increases of GHG emissions. Estimated GHG emissions attributable to future development would be primarily associated with increases of carbon dioxide (CO_2) and, to a lesser extent, other GHG pollutants, such as methane (CH_4) and nitrous oxide (N_2O) associated with area sources, mobile sources or vehicles, utilities (electricity), water usage, wastewater generation, and the generation of solid waste. The primary source of GHG emissions for the project would be mobile source emissions. The common unit of measurement for GHG is expressed in terms of annual metric tons of CO_2 equivalents ($MTCO_2e$/yr).

[16] Roseville, City of, *Addendum and Initial Study of Environmental Significance, Campus Oaks Master Plan Amendment – General Plan Amendment, Rezone, Development Agreement Amendments – File #PL14-037 and File #PL14-0374.* July 6, 2015. Available at https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Environmental%20Documents%20and%20Public%20Notices/Private%20Development%20Projects/Campus%20Oaks/Campus%20Oaks%20Addendum%2007.07.2015%20CLEAN.pdf. Accessed August 8, 2023.

The proposed project is located within the jurisdictional boundaries of PCAPCD. The most recent PCAPCD CEQA Handbook released in October 2016[17] includes GHG screening thresholds, bright line thresholds, and per capita thresholds for GHG emissions. PCAPCD's *California Environmental Quality Act Thresholds of Significance Justification Report*[18] considered GHG thresholds adopted by other air districts, historical CEQA projects reviewed by PCAPCD between 2003-2015, applicable statewide regulatory requirements by 2030 and special geographic features in Placer County when developing the thresholds of significance. The applicable thresholds are shown in Table 7.

Table 7
PCAPCD GHG Thresholds of Significance

	GHG Emissions ($MTCO_2e$/yr or efficiency metric where noted)
Construction Bright Line	10,000
Operational De minimis	1,100
Operational Bright Line	10,000
Operational Residential Urban Efficiency Metric	4.5/capita
Operational Non-Residential Urban Efficiency Metric	26.5/1,000 square foot

Source: PCAPCD CEQA Handbook. October 2016.

Construction GHG Emissions

The proposed project's construction GHG emissions have been estimated using CalEEMod under the same assumptions discussed in the Air Quality section of this document (see Appendix A). A direct comparison of the maximum annual unmitigated construction GHG emissions associated with the proposed project to the construction GHG emissions that could occur under the previously approved projects (baseline) is provided in Table 8 to support the current environmental review and to provide an abundance of information. Comparison to the PCAPCD's GHG thresholds in Table 7 is also provided. Appendix B includes the baseline project CalEEMod reports.

As shown in the table, although the construction GHG emissions associated with the proposed project's affected parcels are estimated to be higher than the same parcels under the baseline project, the emissions remain well below the applicable PCAPCD CEQA significance threshold. Nonetheless, because the proposed project is part of two previously approved larger projects, COMP and SVSP, the GHG (and other related) mitigation measures from the previous SVSP environmental documents remain applicable to the proposed project and would reduce emissions even further (SVSP EIR MM 4.4-1 [Dust and construction control measures], SVSP EIR MM 4.5-2 [Additional measures to reduce GHG emissions]).

[17] PCAPCD. *2017 California Environmental Quality Act Handbook*. October 2016. Available at: https://www.placerair.org/1801/CEQA-Handbook. Accessed 7/27/2023

[18] Placer County Air Pollution Control District. *California Environmental Quality Act Thresholds of Significance Justification Report.* October 2016. Available at: https://www.placer.ca.gov/DocumentCenter/View/2061/Threshold-Justification-Report-PDF?bidId=. Accessed 7/30/2023

Table 8
Construction GHG Emissions Comparison (MTCO2e/yr)

Scenario	MTCO2e/yr
Baseline	
COMP	378
SVSP	1,066
Total Baseline	1,444
with Proposed Project	
COMP	589
SVSP	1,445
Total Proposed Project	2,034
CHANGE FROM BASELINE	+590
Threshold of Significance	10,000
Exceed Current Threshold?	No
Exceed Prior Impact Conclusions	No

Source: CalEEMod, July and August 2023 (see Appendices A and B).

It should be noted that the COMP environmental document did not previously analyze GHG impacts. As described in the *Addendum and Initial Study of Environmental Significance, Campus Oaks Master Plan Amendment – General Plan Amendment, Rezone, Development Agreement Amendments – File #PL14-037 and File #PL14-0374*, July 2015,[19] the potential environmental impact of GHG emissions was known or could have been known at the time of the certification of the 1996 COMP EIR, so does not constitute new circumstances or new information requiring a new EIR. The first COMP Amendment addendum confirms this finding, and cites case law that determined a new EIR is not required to be prepared due to the lack of GHG analysis in the previous applicable EIR, and does not preclude adoption of a future addendum to the previous applicable EIR.[20] The first COMP Amendment addendum also includes GHG analysis and concludes that the standard measures required by PCAPCD would adequately offset GHG emissions resulting from development on specific Campus Oaks parcels, including Parcel CO-52.

Based on this analysis, proposed project construction would not result in new or substantially more severe significant impacts related to GHG emissions that have not been previously analyzed in the SVSP environmental document or the first COMP Amendment addendum. In addition, the analysis of construction GHG emissions herein for the COMP parcel concludes that the GHG emissions from construction of the COMP parcel as proposed would not exceed the applicable PCAPCD's GHG construction threshold and, therefore, would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. Accordingly, construction of the proposed project would not create new or substantially more severe impacts related to construction GHG emissions than what could occur under buildout of

[19] Roseville, City of, *Addendum and Initial Study of Environmental Significance, Campus Oaks Master Plan Amendment – General Plan Amendment, Rezone, Development Agreement Amendments – File #PL14-037 and File #PL14-0374*. July 6, 2015. Available at https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Development%20Services/Planning/Environmental%20Documents%20and%20Public%20Notices/Private%20Development%20Projects/Campus%20Oaks/Campus%20Oaks%20Addendum%2007.07.2015%20CLEAN.pdf. Accessed August 8, 2023.

[20] *Ibid*. Pages 92-93.

the currently approved COMP and SVSP.

Operational GHG Emissions

The operational GHG emissions resulting from implementation of the proposed project have been estimated using CalEEMod (see Appendix A), including project-specific trip generation rates from the *Draft Technical Memorandum on Transportation Impact Analysis for Rezoning Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan*. The results are reported in Table 9.

Table 9
Proposed Project Unmitigated Annual Operational GHG Emissions ($MTCO_2e$/yr)

Source	COMP	SVSP	Total with Proposed Project
Area	3.54	9.98	13.52
Energy	433.00	1,221.00	1,654.00
Mobile	2,140.00	5,639.00	7,779.00
Waste	65.80	185.00	250.80
Water	17.30	48.80	66.10
Refrigeration	0.32	0.91	1.23
Total Annual Operational GHG Emissions	**2,659.96**	**7,104.69**	**9,764.65**
Population	744	2,096	2,840

Source: CalEEMod, July 2023 (see Appendix A).

Project emissions are compared to the PCAPCD's GHG thresholds to determine significance. The proposed project's operational emissions exceed the de minimis threshold of 1,100 $MTCO_2e$/yr but are under the 10,000 $MTCO_2e$/yr bright line threshold. Thus, pursuant to the PCAPCD's CEQA Handbook, the emissions are further compared to the residential efficiency metric for urban areas of Placer County, which is 4.5 $MTCO_2e$/capita. CalEEMod estimated the population from the proposed overall project as 2,840 people. The proposed project's emissions per capita are estimated to be 3.44 $MTCO_2e$/capita, which is below the PCAPCD's efficiency metric threshold for residential urban projects. A review of the efficiency metric for the COMP and SVSP components separately results in emissions per capita for the COMP of 3.58 $MTCO_2e$/capita and for the SVSP of 3.39 $MTCO_2e$/capita, which are both below the PCAPCD's efficiency metric threshold for residential urban projects.

Therefore, the proposed project would not result in new or substantially more severe impacts related to GHG emissions than what could occur under buildout of the currently approved SVSP or COMP projects. As noted above, the COMP environmental document did not explicitly analyze GHG impacts previously. However, the potential environmental impact of GHG emissions was known or could have been known at the time of the certification of the 1996 COMP EIR, so does not constitute new circumstances or new information requiring a new EIR (see additional explanation above). Furthermore, the analysis of operational GHG emissions herein for the COMP parcel concludes that the GHG emissions from the operation of the COMP parcel as proposed would not exceed the applicable PCAPCD's operational GHG thresholds and, therefore, would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the

environment or conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. Accordingly, operation of the proposed project would not create new or substantially more severe impacts related to GHG emissions than what could occur under buildout of the currently approved COMP and SVSP.

In addition, a direct comparison of the operational GHG emissions associated with the proposed project's affected parcels to operational GHG emissions that could occur from the same parcels under the previously approved projects (baseline) is provided in Table 10 to support the current environmental review and to provide an abundance of information. Appendix B includes the baseline project CalEEMod reports.

Table 10
Operational GHG Emissions Comparison (MTCO2e/yr)

Scenario	MTCO2e/yr
Baseline	
COMP	3,561
SVSP	5,016
Total Baseline	8,577
with Proposed Project	
COMP	2,660
SVSP	7,105
Total Proposed Project	9,765
CHANGE FROM BASELINE	+1,188
Threshold of Significance	1,100 de minimis, 10,000 bright line
Exceed de minimus Threshold? *Exceed bright-line threshold?*	Yes No
Exceed Prior Impact Conclusions	No

Proposed project values have been rounded and, thus, are not identical to the values in Table 9.
Source: CalEEMod, July and August 2023 (see Appendices A and B).

A review of the efficiency metric for the baseline COMP and SVSP components separately result in 23.74 $MTCO_2e$/square foot and in 3.58 $MTCO_2e$/capita, respectively, which are both below the PCAPCD's efficiency metric threshold for non-residential and residential urban projects, respectively.

Although the proposed project's affected parcels' operational GHG emissions are estimated to be higher than the same parcels under the baseline project, as discussed above, the emissions remain below the applicable PCAPCD CEQA bright-line significance threshold. Nonetheless, because the proposed project is part of two previously approved larger projects, COMP and SVSP, the GHG mitigation measures from the SVSP previous environmental document (listed above) remain applicable to the proposed project and would reduce GHG emissions even further, ensuring the GHG emissions from the proposed project would not create a new or substantial increase in the severity of GHG impacts of the previously approved projects.

Conclusion

Based on the above, construction and operation of the proposed project would not create new or substantially more severe impacts related to GHG emissions than what could occur under buildout of the existing approved projects. Additionally, the GHG impacts have been previously analyzed in the currently approved COMP and SVSP.

Appendix A

CalEEMod Air Quality and Greenhouse Gas Modeling Results Proposed Project (COMP and SVSP separately)

SVSP and COMP Amendments (CO-52 Only) Custom Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	SVSP and COMP Amendments (CO-52 Only)
Construction Start Date	6/1/2024
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.77562705656766, -121.40023406585973
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	432
EDFZ	4
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Apartments Mid Rise	285	Dwelling Unit	13.7	273,600	1.00	—	744	CO-52
Parking Lot	456	Space	4.00	0.00	1.00	—	—	minimum spaces 1.5 plus 1/10 units guests

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	9.13	36.0	33.9	0.06	1.60	19.8	21.4	1.47	10.1	11.6	—	6,826	6,826	0.27	0.26	13.2	6,852
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	10.2	20.8	34.4	0.04	0.82	2.86	3.68	0.76	0.68	1.44	—	7,484	7,484	0.23	0.27	0.34	7,570
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.53	8.09	14.6	0.02	0.33	2.12	2.45	0.30	0.77	1.08	—	3,511	3,511	0.09	0.15	3.08	3,559
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.01	1.48	2.66	< 0.005	0.06	0.39	0.45	0.06	0.14	0.20	—	581	581	0.02	0.02	0.51	589
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	82.0	82.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—

Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	Yes
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	82.0	82.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	Yes
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	10,000
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	No

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	9.13	36.0	33.9	0.06	1.60	19.8	21.4	1.47	10.1	11.6	—	6,826	6,826	0.27	0.26	13.2	6,852
2025	8.93	13.0	27.3	0.03	0.47	2.71	3.18	0.43	0.65	1.08	—	6,145	6,145	0.15	0.24	12.2	6,234
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	8.93	14.3	24.6	0.03	0.54	2.71	3.25	0.50	0.65	1.14	—	5,889	5,889	0.17	0.26	0.34	5,970
2025	10.2	20.8	34.4	0.04	0.82	2.86	3.68	0.76	0.68	1.44	—	7,484	7,484	0.23	0.27	0.33	7,570
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	2.78	8.09	11.0	0.02	0.33	2.12	2.45	0.30	0.77	1.08	—	2,509	2,509	0.08	0.08	1.75	2,538
2025	5.53	8.05	14.6	0.02	0.29	1.58	1.88	0.27	0.38	0.65	—	3,511	3,511	0.09	0.15	3.08	3,559
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.51	1.48	2.00	< 0.005	0.06	0.39	0.45	0.06	0.14	0.20	—	415	415	0.01	0.01	0.29	420

2025	1.01	1.47	2.66	< 0.005	0.05	0.29	0.34	0.05	0.07	0.12	—	581	581	0.02	0.02	0.51	589

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	15.5	6.71	74.2	0.14	0.19	11.4	11.6	0.18	2.91	3.09	132	16,322	16,453	13.9	0.63	39.0	17,027
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	13.2	7.49	49.7	0.13	0.18	11.4	11.6	0.18	2.91	3.09	132	15,110	15,241	14.0	0.68	2.92	15,796
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	13.9	7.18	56.9	0.13	0.19	11.4	11.6	0.18	2.90	3.08	132	15,373	15,504	14.0	0.65	17.9	16,066
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.54	1.31	10.4	0.02	0.03	2.08	2.11	0.03	0.53	0.56	21.8	2,545	2,567	2.31	0.11	2.97	2,660
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1,100
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Yes

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	7.57	5.57	57.6	0.13	0.10	11.4	11.5	0.10	2.91	3.01	—	13,647	13,647	0.49	0.56	37.0	13,864
Area	7.88	0.15	16.2	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	43.2	43.2	< 0.005	< 0.005	—	43.4
Energy	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	2,604	2,604	0.24	0.02	—	2,616
Water	—	—	—	—	—	—	—	—	—	—	17.9	27.4	45.3	1.84	0.04	—	105
Waste	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	15.5	6.71	74.2	0.14	0.19	11.4	11.6	0.18	2.91	3.09	132	16,322	16,453	13.9	0.63	39.0	17,027
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	6.65	6.50	49.2	0.12	0.10	11.4	11.5	0.10	2.91	3.01	—	12,478	12,478	0.57	0.61	0.96	12,676
Area	6.47	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Energy	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	2,604	2,604	0.24	0.02	—	2,616
Water	—	—	—	—	—	—	—	—	—	—	17.9	27.4	45.3	1.84	0.04	—	105
Waste	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	13.2	7.49	49.7	0.13	0.18	11.4	11.6	0.18	2.91	3.09	132	15,110	15,241	14.0	0.68	2.92	15,796
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	6.70	6.11	48.5	0.12	0.10	11.4	11.5	0.10	2.90	2.99	—	12,720	12,720	0.53	0.59	16.0	12,925

Area	7.16	0.08	7.99	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	21.3	21.3	< 0.005	< 0.005	—	21.4
Energy	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	2,604	2,604	0.24	0.02	—	2,616
Water	—	—	—	—	—	—	—	—	—	—	17.9	27.4	45.3	1.84	0.04	—	105
Waste	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	13.9	7.18	56.9	0.13	0.19	11.4	11.6	0.18	2.90	3.08	132	15,373	15,504	14.0	0.65	17.9	16,066
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.22	1.12	8.85	0.02	0.02	2.08	2.10	0.02	0.53	0.55	—	2,106	2,106	0.09	0.10	2.65	2,140
Area	1.31	0.01	1.46	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	3.53	3.53	< 0.005	< 0.005	—	3.54
Energy	0.01	0.18	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	431	431	0.04	< 0.005	—	433
Water	—	—	—	—	—	—	—	—	—	—	2.97	4.53	7.51	0.31	0.01	—	17.3
Waste	—	—	—	—	—	—	—	—	—	—	18.8	0.00	18.8	1.88	0.00	—	65.8
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.32	0.32
Total	2.54	1.31	10.4	0.02	0.03	2.08	2.11	0.03	0.53	0.56	21.8	2,545	2,567	2.31	0.11	2.97	2,660

3. Construction Emissions Details

3.1. Site Preparation (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.65	36.0	32.9	0.05	1.60	—	1.60	1.47	—	1.47	—	5,296	5,296	0.21	0.04	—	5,314

Dust From Material Movement	—	—	—	—	—	19.7	19.7	—	10.1	10.1	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.99	0.90	< 0.005	0.04	—	0.04	0.04	—	0.04	—	145	145	0.01	< 0.005	—	146
Dust From Material Movement	—	—	—	—	—	0.54	0.54	—	0.28	0.28	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.18	0.16	< 0.005	0.01	—	0.01	0.01	—	0.01	—	24.0	24.0	< 0.005	< 0.005	—	24.1
Dust From Material Movement	—	—	—	—	—	0.10	0.10	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.05	0.98	0.00	0.00	0.18	0.18	0.00	0.04	0.04	—	199	199	< 0.005	0.01	0.78	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.95	4.95	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.82	0.82	< 0.005	< 0.005	< 0.005	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.3. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.52	34.3	30.2	0.06	1.45	—	1.45	1.33	—	1.33	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.29	2.82	2.48	0.01	0.12	—	0.12	0.11	—	0.11	—	542	542	0.02	< 0.005	—	544
Dust From Material Movement	—	—	—	—	—	0.76	0.76	—	0.30	0.30	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.05	0.51	0.45	< 0.005	0.02	—	0.02	0.02	—	0.02	—	89.8	89.8	< 0.005	< 0.005	—	90.1
Dust From Material Movement	—	—	—	—	—	0.14	0.14	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.05	1.11	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	228	228	< 0.005	0.01	0.89	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	< 0.005	0.07	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	17.0	17.0	< 0.005	< 0.005	0.03	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.81	2.81	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.5. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.37	3.45	4.03	0.01	0.15	—	0.15	0.14	—	0.14	—	737	737	0.03	0.01	—	739
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.07	0.63	0.74	< 0.005	0.03	—	0.03	0.03	—	0.03	—	122	122	< 0.005	< 0.005	—	122
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.81	0.53	11.4	0.00	0.00	2.07	2.07	0.00	0.49	0.49	—	2,336	2,336	0.03	0.08	9.12	—
Vendor	0.03	1.22	0.31	0.01	0.01	0.22	0.24	0.01	0.06	0.07	—	883	883	0.01	0.14	2.30	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.64	0.68	8.34	0.00	0.00	2.07	2.07	0.00	0.49	0.49	—	2,062	2,062	0.05	0.08	0.24	—
Vendor	0.02	1.31	0.32	0.01	0.01	0.22	0.24	0.01	0.06	0.07	—	883	883	0.01	0.14	0.06	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.22	0.18	2.63	0.00	0.00	0.63	0.63	0.00	0.15	0.15	—	651	651	0.01	0.03	1.21	—
Vendor	0.01	0.39	0.10	< 0.005	< 0.005	0.07	0.07	< 0.005	0.02	0.02	—	271	271	< 0.005	0.04	0.30	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.03	0.48	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	108	108	< 0.005	< 0.005	0.20	—
Vendor	< 0.005	0.07	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	44.9	44.9	< 0.005	0.01	0.05	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.7. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.65	6.01	7.50	0.01	0.25	—	0.25	0.23	—	0.23	—	1,379	1,379	0.06	0.01	—	1,384
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	1.10	1.37	< 0.005	0.05	—	0.05	0.04	—	0.04	—	228	228	0.01	< 0.005	—	229
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.71	0.46	10.7	0.00	0.00	2.07	2.07	0.00	0.49	0.49	—	2,289	2,289	0.03	0.08	8.24	—
Vendor	0.03	1.15	0.30	0.01	0.01	0.22	0.24	0.01	0.06	0.07	—	868	868	0.01	0.13	2.28	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.62	0.61	7.79	0.00	0.00	2.07	2.07	0.00	0.49	0.49	—	2,021	2,021	0.05	0.08	0.21	—
Vendor	0.02	1.24	0.31	0.01	0.01	0.22	0.24	0.01	0.06	0.07	—	868	868	0.01	0.13	0.06	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.35	0.31	4.60	0.00	0.00	1.19	1.19	0.00	0.28	0.28	—	1,195	1,195	0.02	0.05	2.05	—
Vendor	0.01	0.70	0.18	< 0.005	0.01	0.13	0.14	0.01	0.04	0.04	—	499	499	< 0.005	0.07	0.57	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.06	0.84	0.00	0.00	0.22	0.22	0.00	0.05	0.05	—	198	198	< 0.005	0.01	0.34	—
Vendor	< 0.005	0.13	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	82.7	82.7	< 0.005	0.01	0.09	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.9. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.80	7.45	9.98	0.01	0.35	—	0.35	0.32	—	0.32	—	1,511	1,511	0.06	0.01	—	1,517
Paving	0.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.41	0.55	< 0.005	0.02	—	0.02	0.02	—	0.02	—	82.8	82.8	< 0.005	< 0.005	—	83.1
Paving	0.03	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.07	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	13.7	13.7	< 0.005	< 0.005	—	13.8
Paving	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.57	0.00	0.00	0.15	0.15	0.00	0.04	0.04	—	148	148	< 0.005	0.01	0.02	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.32	8.32	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.38	1.38	< 0.005	< 0.005	< 0.005	—

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.11. Architectural Coating (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.91	1.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	6.80	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.91	1.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	6.80	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.23	0.29	< 0.005	0.01	—	0.01	0.01	—	0.01	—	33.7	33.7	< 0.005	< 0.005	—	33.8

Architectural Coatings	1.72	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.04	0.05	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.58	5.58	< 0.005	< 0.005	—	5.60
Architectural Coatings	0.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.16	0.11	2.29	0.00	0.00	0.41	0.41	0.00	0.10	0.10	—	467	467	0.01	0.02	1.82	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.13	0.14	1.67	0.00	0.00	0.41	0.41	0.00	0.10	0.10	—	412	412	0.01	0.02	0.05	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.03	0.43	0.00	0.00	0.10	0.10	0.00	0.02	0.02	—	107	107	< 0.005	< 0.005	0.20	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	17.7	17.7	< 0.005	< 0.005	0.03	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.13. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	6.80	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	6.80	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.08	0.56	0.72	< 0.005	0.02	—	0.02	0.02	—	0.02	—	84.1	84.1	< 0.005	< 0.005	—	84.4

Architectu Coatings	4.28	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.10	0.13	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	13.9	13.9	< 0.005	< 0.005	—	14.0
Architectu ral Coatings	0.78	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.14	0.09	2.14	0.00	0.00	0.41	0.41	0.00	0.10	0.10	—	458	458	0.01	0.02	1.65	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.12	0.12	1.56	0.00	0.00	0.41	0.41	0.00	0.10	0.10	—	404	404	0.01	0.02	0.04	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	1.01	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	262	262	< 0.005	0.01	0.45	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.18	0.00	0.00	0.05	0.05	0.00	0.01	0.01	—	43.3	43.3	< 0.005	< 0.005	0.07	—

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	7.57	5.57	57.6	0.13	0.10	11.4	11.5	0.10	2.91	3.01	—	13,647	13,647	0.49	0.56	37.0	13,864
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	7.57	5.57	57.6	0.13	0.10	11.4	11.5	0.10	2.91	3.01	—	13,647	13,647	0.49	0.56	37.0	13,864
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	6.65	6.50	49.2	0.12	0.10	11.4	11.5	0.10	2.91	3.01	—	12,478	12,478	0.57	0.61	0.96	12,676
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	6.65	6.50	49.2	0.12	0.10	11.4	11.5	0.10	2.91	3.01	—	12,478	12,478	0.57	0.61	0.96	12,676
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	1.22	1.12	8.85	0.02	0.02	2.08	2.10	0.02	0.53	0.55	—	2,106	2,106	0.09	0.10	2.65	2,140

Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	1.22	1.12	8.85	0.02	0.02	2.08	2.10	0.02	0.53	0.55	—	2,106	2,106	0.09	0.10	2.65	2,140

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	1,202	1,202	0.12	0.01	—	1,209
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	142	142	0.01	< 0.005	—	143
Total	—	—	—	—	—	—	—	—	—	—	—	1,345	1,345	0.13	0.02	—	1,353
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	1,202	1,202	0.12	0.01	—	1,209
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	142	142	0.01	< 0.005	—	143
Total	—	—	—	—	—	—	—	—	—	—	—	1,345	1,345	0.13	0.02	—	1,353
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	199	199	0.02	< 0.005	—	200
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	23.6	23.6	< 0.005	< 0.005	—	23.7

Total	—	—	—	—	—	—	—	—	—	—	—	223	223	0.02	< 0.005	—	224

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,260	1,260	0.11	< 0.005	—	1,263
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,260	1,260	0.11	< 0.005	—	1,263
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,260	1,260	0.11	< 0.005	—	1,263
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,260	1,260	0.11	< 0.005	—	1,263
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.01	0.18	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	209	209	0.02	< 0.005	—	209
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.01	0.18	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	209	209	0.02	< 0.005	—	209

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	5.87	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.60	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.41	0.15	16.2	< 0.005	0.01	—	0.01	0.01	—	0.01	—	43.2	43.2	< 0.005	< 0.005	—	43.4
Total	7.88	0.15	16.2	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	43.2	43.2	< 0.005	< 0.005	—	43.4
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	5.87	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.60	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	6.47	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00

Consumer Products	1.07	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.11	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.13	0.01	1.46	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	3.53	3.53	< 0.005	< 0.005	—	3.54
Total	1.31	0.01	1.46	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	3.53	3.53	< 0.005	< 0.005	—	3.54

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	17.9	27.4	45.3	1.84	0.04	—	105
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	17.9	27.4	45.3	1.84	0.04	—	105
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	17.9	27.4	45.3	1.84	0.04	—	105
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005

Total	—	—	—	—	—	—	—	—	—	—	17.9	27.4	45.3	1.84	0.04	—	105
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	2.97	4.53	7.51	0.31	0.01	—	17.3
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	2.97	4.53	7.51	0.31	0.01	—	17.3

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	18.8	0.00	18.8	1.88	0.00	—	65.8
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	18.8	0.00	18.8	1.88	0.00	—	65.8

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.32	0.32
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.32	0.32

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	6/1/2024	6/14/2024	5.00	10.0	—
Grading	Grading	6/15/2024	7/26/2024	5.00	30.0	—
Building Construction	Building Construction	7/28/2024	10/21/2025	5.00	322	—
Paving	Paving	10/7/2025	11/3/2025	5.00	20.0	—
Architectural Coating	Architectural Coating	8/25/2024	11/18/2025	5.00	322	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45

Building Construction	Tractors/Loaders/Backh	Diesel	Average	3.00	7.00	84.0	0.37
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	14.3	LDA,LDT1,LDT2
Site Preparation	Vendor	—	8.80	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	20.0	14.3	LDA,LDT1,LDT2
Grading	Vendor	—	8.80	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	205	14.3	LDA,LDT1,LDT2
Building Construction	Vendor	30.5	8.80	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	14.3	LDA,LDT1,LDT2

Paving	Vendor	—	8.80	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	41.0	14.3	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	8.80	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	554,040	184,680	0.00	0.00	10,454

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	15.0	0.00	—
Grading	—	—	90.0	0.00	—
Paving	0.00	0.00	0.00	0.00	4.00

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Apartments Mid Rise	—	0%
Parking Lot	4.00	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2024	0.00	446	0.03	< 0.005
2025	0.00	391	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Apartments Mid Rise	1,852	1,852	1,852	676,162	16,092	16,092	16,092	5,873,639
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0

Gas Fireplaces	86
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	200
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
554040	184,680	0.00	0.00	10,454

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	1,287,576	341	0.0330	0.0040	3,930,860
Parking Lot	152,634	341	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	9,366,931	14.1
Parking Lot	0.00	11.5

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	211	—
Parking Lot	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00

8. User Changes to Default Data

Screen	Justification
Land Use	CO52 only run

Construction: Construction Phases	no demo. adjusted arch coatings to start 2 weeks after start of building construction and last same # of days. no applicant questionnaire for construction.
Operations: Vehicle Data	using Roseville trip rates from F&P transportation impact analysis dated 7/25/23.

SVSP and COMP Amendments (SVSP parcels only) Custom Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	SVSP and COMP Amendments (SVSP parcels only)
Construction Start Date	6/1/2024
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.77562705656766, -121.40023406585973
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	432
EDFZ	4
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Apartments Mid Rise	355	Dwelling Unit	2.95	340,800	1.00	—	927	WB-30
Apartments Mid Rise	192	Dwelling Unit	2.34	184,320	1.00	—	501	WB-32
Apartments Mid Rise	256	Dwelling Unit	3.35	245,760	1.00	—	668	FD-34
City Park	1.50	Acre	1.50	0.00	1.00	1.00	—	park
Parking Lot	1,258	Space	11.3	0.00	1.00	—	—	minimum spaces 1.5 plus 1/10 units guests

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	20.8	36.0	53.8	0.06	1.60	19.8	21.4	1.47	10.1	11.6	—	12,917	12,917	0.27	0.68	37.3	13,163
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	20.3	18.1	43.4	0.04	0.56	7.64	8.21	0.52	1.82	2.34	—	11,992	11,992	0.29	0.68	0.97	12,204
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	14.3	11.8	30.1	0.03	0.35	5.43	5.78	0.33	1.29	1.62	—	8,570	8,570	0.18	0.48	10.6	8,727
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.62	2.16	5.48	0.01	0.06	0.99	1.06	0.06	0.24	0.30	—	1,419	1,419	0.03	0.08	1.75	1,445

Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	82.0	82.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	Yes
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	82.0	82.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	Yes
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	10,000
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	No

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	20.8	36.0	53.8	0.06	1.60	19.8	21.4	1.47	10.1	11.6	—	12,917	12,917	0.27	0.68	37.3	13,163
2025	20.4	16.1	51.2	0.04	0.49	7.64	8.14	0.46	1.82	2.27	—	12,714	12,714	0.23	0.65	34.3	12,948
2026	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	20.3	18.1	43.4	0.04	0.56	7.64	8.21	0.52	1.82	2.34	—	11,992	11,992	0.29	0.68	0.97	12,204
2025	20.1	16.9	41.4	0.04	0.49	7.64	8.14	0.46	1.82	2.27	—	11,811	11,811	0.28	0.67	0.89	12,017
2026	19.9	15.8	39.7	0.04	0.44	7.64	8.08	0.40	1.82	2.22	—	11,631	11,631	0.26	0.67	0.80	11,837

2027	2.13	6.98	10.5	0.01	0.30	0.15	0.45	0.27	0.04	0.31	—	1,653	1,653	0.06	0.02	0.01	1,660
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	6.03	9.50	16.8	0.02	0.35	3.66	4.01	0.32	1.16	1.48	—	4,367	4,367	0.11	0.21	4.75	4,436
2025	14.3	11.8	30.1	0.03	0.35	5.43	5.78	0.33	1.29	1.62	—	8,570	8,570	0.18	0.48	10.6	8,727
2026	0.55	0.09	0.30	< 0.005	< 0.005	0.06	0.06	< 0.005	0.01	0.02	—	81.3	81.3	< 0.005	< 0.005	0.10	82.6
2027	0.13	0.42	0.63	< 0.005	0.02	0.01	0.03	0.02	< 0.005	0.02	—	99.9	99.9	< 0.005	< 0.005	0.01	100
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	1.10	1.73	3.06	< 0.005	0.06	0.67	0.73	0.06	0.21	0.27	—	723	723	0.02	0.03	0.79	734
2025	2.62	2.16	5.48	0.01	0.06	0.99	1.06	0.06	0.24	0.30	—	1,419	1,419	0.03	0.08	1.75	1,445
2026	0.10	0.02	0.06	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	13.5	13.5	< 0.005	< 0.005	0.02	13.7
2027	0.02	0.08	0.12	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	16.5	16.5	< 0.005	< 0.005	< 0.005	16.6

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	42.6	18.1	201	0.38	0.52	30.6	31.1	0.50	7.78	8.28	371	44,026	44,397	39.2	1.68	104	45,983
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	36.2	20.2	133	0.35	0.50	30.6	31.1	0.49	7.78	8.27	371	40,779	41,150	39.4	1.82	8.09	42,684
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	38.0	19.1	152	0.35	0.51	30.0	30.5	0.49	7.63	8.12	371	40,998	41,369	39.3	1.73	47.6	42,913
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Unmit.	6.93	3.49	27.6	0.06	0.09	5.48	5.57	0.09	1.39	1.48	61.4	6,788	6,849	6.50	0.29	7.89	7,105
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1,100
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Yes

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	20.2	14.9	154	0.36	0.28	30.6	30.9	0.26	7.78	8.04	—	36,488	36,488	1.32	1.51	98.9	37,069
Area	22.2	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	122	122	0.01	< 0.005	—	122
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	42.6	18.1	201	0.38	0.52	30.6	31.1	0.50	7.78	8.28	371	44,026	44,397	39.2	1.68	104	45,983

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	17.8	17.4	132	0.33	0.28	30.6	30.9	0.26	7.78	8.04	—	33,362	33,362	1.52	1.64	2.57	33,892
Area	18.2	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	36.2	20.2	133	0.35	0.50	30.6	31.1	0.49	7.78	8.27	371	40,779	41,150	39.4	1.82	8.09	42,684
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	17.6	16.1	128	0.33	0.27	30.0	30.3	0.26	7.63	7.89	—	33,521	33,521	1.39	1.55	42.1	34,061
Area	20.2	0.21	22.5	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	60.1	60.1	< 0.005	< 0.005	—	60.3
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	38.0	19.1	152	0.35	0.51	30.0	30.5	0.49	7.63	8.12	371	40,998	41,369	39.3	1.73	47.6	42,913
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	3.22	2.94	23.3	0.06	0.05	5.48	5.53	0.05	1.39	1.44	—	5,550	5,550	0.23	0.26	6.97	5,639
Area	3.68	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	9.94	9.94	< 0.005	< 0.005	—	9.98
Energy	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	1,215	1,215	0.11	0.01	—	1,221
Water	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8
Waste	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91
Total	6.93	3.49	27.6	0.06	0.09	5.48	5.57	0.09	1.39	1.48	61.4	6,788	6,849	6.50	0.29	7.89	7,105

3. Construction Emissions Details

3.1. Site Preparation (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.65	36.0	32.9	0.05	1.60	—	1.60	1.47	—	1.47	—	5,296	5,296	0.21	0.04	—	5,314
Dust From Material Movement	—	—	—	—	—	19.7	19.7	—	10.1	10.1	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.99	0.90	< 0.005	0.04	—	0.04	0.04	—	0.04	—	145	145	0.01	< 0.005	—	146
Dust From Material Movement	—	—	—	—	—	0.54	0.54	—	0.28	0.28	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.18	0.16	< 0.005	0.01	—	0.01	0.01	—	0.01	—	24.0	24.0	< 0.005	< 0.005	—	24.1

Dust From Material Movement	—	—	—	—	—	0.10	0.10	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.05	0.98	0.00	0.00	0.18	0.18	0.00	0.04	0.04	—	199	199	< 0.005	0.01	0.78	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.95	4.95	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.82	0.82	< 0.005	< 0.005	< 0.005	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.3. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.52	34.3	30.2	0.06	1.45	—	1.45	1.33	—	1.33	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.34	3.29	2.89	0.01	0.14	—	0.14	0.13	—	0.13	—	633	633	0.03	0.01	—	635
Dust From Material Movement	—	—	—	—	—	0.88	0.88	—	0.35	0.35	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.60	0.53	< 0.005	0.03	—	0.03	0.02	—	0.02	—	105	105	< 0.005	< 0.005	—	105
Dust From Material Movement	—	—	—	—	—	0.16	0.16	—	0.06	0.06	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.05	1.11	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	228	228	< 0.005	0.01	0.89	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	19.8	19.8	< 0.005	< 0.005	0.04	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.28	3.28	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.5. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.36	3.32	3.88	0.01	0.15	—	0.15	0.14	—	0.14	—	708	708	0.03	0.01	—	711
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.61	0.71	< 0.005	0.03	—	0.03	0.02	—	0.02	—	117	117	< 0.005	< 0.005	—	118
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.28	1.49	32.2	0.00	0.00	5.84	5.84	0.00	1.37	1.37	—	6,581	6,581	0.09	0.23	25.7	—
Vendor	0.07	3.43	0.89	0.02	0.03	0.63	0.67	0.03	0.18	0.21	—	2,488	2,488	0.02	0.38	6.48	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.81	1.93	23.5	0.00	0.00	5.84	5.84	0.00	1.37	1.37	—	5,810	5,810	0.14	0.23	0.67	—
Vendor	0.07	3.68	0.91	0.02	0.03	0.63	0.67	0.03	0.18	0.21	—	2,489	2,489	0.02	0.38	0.17	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.59	0.50	7.13	0.00	0.00	1.72	1.72	0.00	0.40	0.40	—	1,764	1,764	0.03	0.07	3.28	—
Vendor	0.02	1.07	0.27	< 0.005	0.01	0.19	0.20	0.01	0.05	0.06	—	735	735	0.01	0.11	0.82	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.09	1.30	0.00	0.00	0.31	0.31	0.00	0.07	0.07	—	292	292	0.01	0.01	0.54	—
Vendor	< 0.005	0.19	0.05	< 0.005	< 0.005	0.03	0.04	< 0.005	0.01	0.01	—	122	122	< 0.005	0.02	0.14	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.7. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.80	7.46	9.31	0.02	0.31	—	0.31	0.28	—	0.28	—	1,713	1,713	0.07	0.01	—	1,719

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	1.36	1.70	< 0.005	0.06	—	0.06	0.05	—	0.05	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	2.00	1.29	30.1	0.00	0.00	5.84	5.84	0.00	1.37	1.37	—	6,448	6,448	0.09	0.22	23.2	—
Vendor	0.07	3.25	0.85	0.02	0.03	0.63	0.67	0.03	0.18	0.21	—	2,445	2,445	0.02	0.36	6.43	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.74	1.72	22.0	0.00	0.00	5.84	5.84	0.00	1.37	1.37	—	5,695	5,695	0.13	0.23	0.60	—
Vendor	0.07	3.49	0.88	0.02	0.03	0.63	0.67	0.03	0.18	0.21	—	2,446	2,446	0.02	0.36	0.17	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.24	1.07	16.1	0.00	0.00	4.15	4.15	0.00	0.97	0.97	—	4,180	4,180	0.07	0.17	7.17	—
Vendor	0.05	2.44	0.62	0.01	0.02	0.45	0.47	0.02	0.12	0.15	—	1,747	1,747	0.02	0.26	1.99	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.23	0.20	2.94	0.00	0.00	0.76	0.76	0.00	0.18	0.18	—	692	692	0.01	0.03	1.19	—
Vendor	0.01	0.44	0.11	< 0.005	< 0.005	0.08	0.09	< 0.005	0.02	0.03	—	289	289	< 0.005	0.04	0.33	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.9. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.04	0.05	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.38	9.38	< 0.005	< 0.005	—	9.41
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.55	1.55	< 0.005	< 0.005	—	1.56
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	1.65	1.53	20.6	0.00	0.00	5.84	5.84	0.00	1.37	1.37	—	5,584	5,584	0.11	0.23	0.54	—
Vendor	0.07	3.31	0.86	0.02	0.03	0.63	0.67	0.03	0.18	0.21	—	2,400	2,400	0.02	0.36	0.15	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	22.5	22.5	< 0.005	< 0.005	0.04	—
Vendor	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	9.39	9.39	< 0.005	< 0.005	0.01	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.72	3.72	< 0.005	< 0.005	0.01	—
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.56	1.56	< 0.005	< 0.005	< 0.005	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.11. Paving (2027) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.74	6.94	9.95	0.01	0.30	—	0.30	0.27	—	0.27	—	1,511	1,511	0.06	0.01	—	1,516
Paving	1.35	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.04	0.42	0.60	< 0.005	0.02	—	0.02	0.02	—	0.02	—	91.1	91.1	< 0.005	< 0.005	—	91.4
Paving	0.08	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.08	0.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.1	15.1	< 0.005	< 0.005	—	15.1
Paving	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.04	0.50	0.00	0.00	0.15	0.15	0.00	0.04	0.04	—	142	142	< 0.005	0.01	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.81	8.81	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.46	1.46	< 0.005	< 0.005	< 0.005	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.13. Architectural Coating (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.91	1.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	16.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.91	1.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	16.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.24	0.31	< 0.005	0.01	—	0.01	0.01	—	0.01	—	35.8	35.8	< 0.005	< 0.005	—	35.9
Architectural Coatings	4.47	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.04	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.93	5.93	< 0.005	< 0.005	—	5.95
Architectural Coatings	0.82	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.46	0.30	6.45	0.00	0.00	1.17	1.17	0.00	0.27	0.27	—	1,316	1,316	0.02	0.05	5.14	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.36	0.39	4.70	0.00	0.00	1.17	1.17	0.00	0.27	0.27	—	1,162	1,162	0.03	0.05	0.13	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.09	1.29	0.00	0.00	0.31	0.31	0.00	0.07	0.07	—	320	320	0.01	0.01	0.60	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.24	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	53.0	53.0	< 0.005	< 0.005	0.10	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.15. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	16.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	16.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.63	0.81	< 0.005	0.02	—	0.02	0.02	—	0.02	—	95.4	95.4	< 0.005	< 0.005	—	95.7
Architectural Coatings	11.9	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.12	0.15	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.8
Architectural Coatings	2.17	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.40	0.26	6.03	0.00	0.00	1.17	1.17	0.00	0.27	0.27	—	1,290	1,290	0.02	0.04	4.64	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.35	0.34	4.39	0.00	0.00	1.17	1.17	0.00	0.27	0.27	—	1,139	1,139	0.03	0.05	0.12	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.25	0.21	3.22	0.00	0.00	0.83	0.83	0.00	0.19	0.19	—	836	836	0.01	0.03	1.43	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.59	0.00	0.00	0.15	0.15	0.00	0.04	0.04	—	138	138	< 0.005	0.01	0.24	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.17. Architectural Coating (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.86	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	16.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.03	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.18	4.18	< 0.005	< 0.005	—	4.19
Architectural Coatings	0.52	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.69	0.69	< 0.005	< 0.005	—	0.69
Architectural Coatings	0.10	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.33	0.31	4.13	0.00	0.00	1.17	1.17	0.00	0.27	0.27	—	1,117	1,117	0.02	0.05	0.11	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.13	0.00	0.00	0.04	0.04	0.00	0.01	0.01	—	35.9	35.9	< 0.005	< 0.005	0.06	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	5.95	5.95	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	20.2	14.9	154	0.36	0.28	30.6	30.8	0.26	7.77	8.03	—	36,452	36,452	1.32	1.51	98.8	37,032
City Park	0.01	0.01	0.14	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	36.0	36.0	< 0.005	< 0.005	0.10	36.6
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	20.2	14.9	154	0.36	0.28	30.6	30.9	0.26	7.78	8.04	—	36,488	36,488	1.32	1.51	98.9	37,069
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	17.8	17.4	132	0.33	0.28	30.6	30.8	0.26	7.77	8.03	—	33,330	33,330	1.52	1.64	2.56	33,859
City Park	0.01	0.02	0.12	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	32.9	32.9	< 0.005	< 0.005	< 0.005	33.4
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	17.8	17.4	132	0.33	0.28	30.6	30.9	0.26	7.78	8.04	—	33,362	33,362	1.52	1.64	2.57	33,892
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	3.22	2.94	23.3	0.06	0.05	5.47	5.52	0.05	1.39	1.44	—	5,547	5,547	0.23	0.26	6.97	5,636
City Park	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.92	2.92	< 0.005	< 0.005	< 0.005	2.96
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	3.22	2.94	23.3	0.06	0.05	5.48	5.53	0.05	1.39	1.44	—	5,550	5,550	0.23	0.26	6.97	5,639

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	3,387	3,387	0.33	0.04	—	3,407
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	403	403	0.04	< 0.005	—	406
Total	—	—	—	—	—	—	—	—	—	—	—	3,790	3,790	0.37	0.04	—	3,813
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	3,387	3,387	0.33	0.04	—	3,407
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	403	403	0.04	< 0.005	—	406
Total	—	—	—	—	—	—	—	—	—	—	—	3,790	3,790	0.37	0.04	—	3,813
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	561	561	0.05	0.01	—	564
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	66.8	66.8	0.01	< 0.005	—	67.2
Total	—	—	—	—	—	—	—	—	—	—	—	628	628	0.06	0.01	—	631

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	588	588	0.05	< 0.005	—	589
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	588	588	0.05	< 0.005	—	589

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	16.5	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.69	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	3.97	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	—	122	122	0.01	< 0.005	—	122
Total	22.2	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	122	122	0.01	< 0.005	—	122
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	16.5	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.69	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	18.2	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00

Consumer Products	3.02	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.36	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.94	9.94	< 0.005	< 0.005	—	9.98
Total	3.68	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	9.94	9.94	< 0.005	< 0.005	—	9.98

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295

City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
City Park	—	—	—	—	—	—	—	—	—	—	0.07	0.00	0.07	0.01	0.00	—	0.24
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Apartments	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
City Park	—	—	—	—	—	—	—	—	—	—	0.07	0.00	0.07	0.01	0.00	—	0.24
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185
City Park	—	—	—	—	—	—	—	—	—	—	0.01	0.00	0.01	< 0.005	0.00	—	0.04
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Apartments	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	6/1/2024	6/14/2024	5.00	10.0	—
Grading	Grading	6/15/2024	8/2/2024	5.00	35.0	—
Building Construction	Building Construction	8/3/2024	1/2/2026	5.00	370	—
Paving	Paving	1/3/2027	2/2/2027	5.00	22.0	—
Architectural Coating	Architectural Coating	8/17/2024	1/16/2026	5.00	370	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37

Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	14.3	LDA,LDT1,LDT2
Site Preparation	Vendor	—	8.80	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	20.0	14.3	LDA,LDT1,LDT2

Grading	Vendor	—	8.80	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	578	14.3	LDA,LDT1,LDT2
Building Construction	Vendor	85.8	8.80	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	14.3	LDA,LDT1,LDT2
Paving	Vendor	—	8.80	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	116	14.3	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	8.80	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	1,561,032	520,344	0.00	0.00	29,591

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	15.0	0.00	—
Grading	—	—	105	0.00	—
Paving	0.00	0.00	0.00	0.00	11.3

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Apartments Mid Rise	—	0%
Apartments Mid Rise	—	0%
Apartments Mid Rise	—	0%
City Park	0.00	0%
Parking Lot	11.3	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2024	0.00	528	0.03	< 0.005
2025	0.00	528	0.03	< 0.005
2026	0.00	528	0.03	< 0.005
2027	0.00	528	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Apartments Mid Rise	2,307	2,307	2,307	842,237	20,045	20,045	20,045	7,316,287
Apartments Mid Rise	1,248	1,248	1,248	455,520	10,841	10,841	10,841	3,956,978
Apartments Mid Rise	1,393	1,257	1,047	483,218	12,097	10,919	9,095	4,197,585
City Park	1.17	2.94	3.29	630	15.2	38.3	42.8	8,204
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	107
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	249
Wood Fireplaces	0
Gas Fireplaces	58
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	134

Wood Fireplaces	0
Gas Fireplaces	77
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	179
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
1561032	520,344	0.00	0.00	29,591

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	1,603,823	341	0.0330	0.0040	4,896,335
Apartments Mid Rise	867,420	341	0.0330	0.0040	2,648,158
Apartments Mid Rise	1,156,560	341	0.0330	0.0040	3,530,878
City Park	0.00	341	0.0330	0.0040	0.00
Parking Lot	432,031	341	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	11,667,581	14.1
Apartments Mid Rise	6,310,354	14.1
Apartments Mid Rise	8,413,805	14.1
City Park	0.00	25.6
Parking Lot	0.00	11.5

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	263	—
Apartments Mid Rise	142	—

Apartments Mid Rise	189	—
City Park	0.13	—
Parking Lot	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

8. User Changes to Default Data

Screen	Justification

Land Use	Included lot acreage from applicant. reduced lot acreage to account for minimum amount of parking required by code. No landscaping area estimated (put in 1 sf to eliminated zeros and allow model to run without errors). SVSP only parcels.
Construction: Construction Phases	no demo. adjusted arch coatings to start 2 weeks after start of building construction and last same # of days. no applicant questionnaire for construction.
Operations: Vehicle Data	using Roseville trip rates from F&P transportation impact analysis dated 7/25/23.

Appendix B

CalEEMod Air Quality and Greenhouse Gas Modeling Results Baseline Project (COMP and SVSP separately)

COMP (baseline) Custom Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	COMP (baseline)
Construction Start Date	6/1/2024
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.77562705656766, -121.40023406585973
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	432
EDFZ	4
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Parking Lot	150	Space	1.35	0.00	1.00	—	—	minimum spaces 1.5 plus 1/10 units guests
Industrial Park	150	1000sqft	15.7	150,000	1.00	—	—	BASELINE CO-52

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	3.71	36.0	33.9	0.06	1.60	19.8	21.4	1.47	10.1	11.6	—	6,826	6,826	0.27	0.15	4.66	6,852
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	44.4	12.5	15.9	0.03	0.51	0.82	1.33	0.47	0.20	0.67	—	3,744	3,744	0.12	0.15	0.12	3,793
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	3.26	8.27	9.73	0.02	0.35	1.53	1.87	0.32	0.63	0.95	—	2,255	2,255	0.07	0.09	1.11	2,284
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.60	1.51	1.77	< 0.005	0.06	0.28	0.34	0.06	0.12	0.17	—	373	373	0.01	0.01	0.18	378
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	82.0	82.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—

Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	Yes
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	82.0	82.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	Yes
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	10,000
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	No

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	3.71	36.0	33.9	0.06	1.60	19.8	21.4	1.47	10.1	11.6	—	6,826	6,826	0.27	0.15	4.66	6,852
2025	1.37	11.5	16.6	0.03	0.44	0.82	1.26	0.41	0.20	0.61	—	3,801	3,801	0.11	0.15	4.37	3,852
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	1.42	12.5	15.9	0.03	0.51	0.82	1.33	0.47	0.20	0.67	—	3,744	3,744	0.12	0.15	0.12	3,793
2025	44.4	11.6	15.7	0.03	0.44	0.82	1.26	0.41	0.20	0.61	—	3,719	3,719	0.12	0.15	0.11	3,766
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.90	8.27	8.67	0.02	0.35	1.53	1.87	0.32	0.63	0.95	—	1,840	1,840	0.06	0.05	0.56	1,856
2025	3.26	7.13	9.73	0.02	0.27	0.48	0.76	0.25	0.12	0.37	—	2,255	2,255	0.07	0.09	1.11	2,284
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.16	1.51	1.58	< 0.005	0.06	0.28	0.34	0.06	0.12	0.17	—	305	305	0.01	0.01	0.09	307

2025	0.60	1.30	1.77	< 0.005	0.05	0.09	0.14	0.05	0.02	0.07	—	373	373	0.01	0.01	0.18	378

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	11.7	7.75	76.9	0.18	0.23	14.6	14.8	0.22	3.71	3.93	167	21,764	21,931	17.8	0.87	86.2	22,721
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	9.88	8.81	57.7	0.16	0.22	14.6	14.8	0.21	3.71	3.92	167	20,243	20,409	17.9	0.93	40.3	21,172
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	10.4	8.39	61.1	0.17	0.22	14.5	14.7	0.21	3.69	3.91	167	20,566	20,733	17.8	0.90	59.4	21,506
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.91	1.53	11.2	0.03	0.04	2.65	2.69	0.04	0.67	0.71	27.6	3,405	3,433	2.95	0.15	9.84	3,561
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1,100
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Yes

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	7.14	6.53	69.4	0.17	0.13	14.6	14.7	0.12	3.71	3.83	—	17,269	17,269	0.54	0.67	47.2	17,529
Area	4.53	0.05	6.52	< 0.005	0.01	—	0.01	0.01	—	0.01	—	26.8	26.8	< 0.005	< 0.005	—	26.9
Energy	0.06	1.16	0.98	0.01	0.09	—	0.09	0.09	—	0.09	—	4,367	4,367	0.41	0.04	—	4,388
Water	—	—	—	—	—	—	—	—	—	—	66.5	101	168	6.83	0.16	—	387
Waste	—	—	—	—	—	—	—	—	—	—	100	0.00	100	10.0	0.00	—	351
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	39.0	39.0
Total	11.7	7.75	76.9	0.18	0.23	14.6	14.8	0.22	3.71	3.93	167	21,764	21,931	17.8	0.87	86.2	22,721
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	6.36	7.64	56.7	0.15	0.13	14.6	14.7	0.12	3.71	3.83	—	15,774	15,774	0.60	0.73	1.22	16,007
Area	3.46	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.06	1.16	0.98	0.01	0.09	—	0.09	0.09	—	0.09	—	4,367	4,367	0.41	0.04	—	4,388
Water	—	—	—	—	—	—	—	—	—	—	66.5	101	168	6.83	0.16	—	387
Waste	—	—	—	—	—	—	—	—	—	—	100	0.00	100	10.0	0.00	—	351
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	39.0	39.0
Total	9.88	8.81	57.7	0.16	0.22	14.6	14.8	0.21	3.71	3.92	167	20,243	20,409	17.9	0.93	40.3	21,172
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	6.39	7.20	56.9	0.16	0.13	14.5	14.7	0.12	3.69	3.81	—	16,085	16,085	0.56	0.70	20.4	16,328

Area	3.99	0.03	3.22	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	13.2	13.2	< 0.005	< 0.005	—	13.3
Energy	0.06	1.16	0.98	0.01	0.09	—	0.09	0.09	—	0.09	—	4,367	4,367	0.41	0.04	—	4,388
Water	—	—	—	—	—	—	—	—	—	—	66.5	101	168	6.83	0.16	—	387
Waste	—	—	—	—	—	—	—	—	—	—	100	0.00	100	10.0	0.00	—	351
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	39.0	39.0
Total	10.4	8.39	61.1	0.17	0.22	14.5	14.7	0.21	3.69	3.91	167	20,566	20,733	17.8	0.90	59.4	21,506
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.17	1.31	10.4	0.03	0.02	2.65	2.67	0.02	0.67	0.70	—	2,663	2,663	0.09	0.12	3.37	2,703
Area	0.73	< 0.005	0.59	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.19	2.19	< 0.005	< 0.005	—	2.20
Energy	0.01	0.21	0.18	< 0.005	0.02	—	0.02	0.02	—	0.02	—	723	723	0.07	0.01	—	727
Water	—	—	—	—	—	—	—	—	—	—	11.0	16.8	27.8	1.13	0.03	—	64.1
Waste	—	—	—	—	—	—	—	—	—	—	16.6	0.00	16.6	1.66	0.00	—	58.1
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.46	6.46
Total	1.91	1.53	11.2	0.03	0.04	2.65	2.69	0.04	0.67	0.71	27.6	3,405	3,433	2.95	0.15	9.84	3,561

3. Construction Emissions Details

3.1. Site Preparation (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.65	36.0	32.9	0.05	1.60	—	1.60	1.47	—	1.47	—	5,296	5,296	0.21	0.04	—	5,314

Dust From Material Movement	—	—	—	—	—	19.7	19.7	—	10.1	10.1	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.99	0.90	< 0.005	0.04	—	0.04	0.04	—	0.04	—	145	145	0.01	< 0.005	—	146
Dust From Material Movement	—	—	—	—	—	0.54	0.54	—	0.28	0.28	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.18	0.16	< 0.005	0.01	—	0.01	0.01	—	0.01	—	24.0	24.0	< 0.005	< 0.005	—	24.1
Dust From Material Movement	—	—	—	—	—	0.10	0.10	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.05	0.98	0.00	0.00	0.18	0.18	0.00	0.04	0.04	—	199	199	< 0.005	0.01	0.78	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.95	4.95	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.82	0.82	< 0.005	< 0.005	< 0.005	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.3. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.52	34.3	30.2	0.06	1.45	—	1.45	1.33	—	1.33	—	6,598	6,598	0.27	0.05	—	6,621
Dust From Material Movement	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.29	2.82	2.48	0.01	0.12	—	0.12	0.11	—	0.11	—	542	542	0.02	< 0.005	—	544
Dust From Material Movement	—	—	—	—	—	0.76	0.76	—	0.30	0.30	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.05	0.51	0.45	< 0.005	0.02	—	0.02	0.02	—	0.02	—	89.8	89.8	< 0.005	< 0.005	—	90.1
Dust From Material Movement	—	—	—	—	—	0.14	0.14	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.05	1.11	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	228	228	< 0.005	0.01	0.89	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	< 0.005	0.07	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	17.0	17.0	< 0.005	< 0.005	0.03	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.81	2.81	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.5. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.30	2.79	3.26	0.01	0.12	—	0.12	0.11	—	0.11	—	596	596	0.02	< 0.005	—	598
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.05	0.51	0.59	< 0.005	0.02	—	0.02	0.02	—	0.02	—	98.7	98.7	< 0.005	< 0.005	—	99.0
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.25	0.16	3.51	0.00	0.00	0.64	0.64	0.00	0.15	0.15	—	717	717	0.01	0.03	2.80	—
Vendor	0.02	0.98	0.25	< 0.005	0.01	0.18	0.19	0.01	0.05	0.06	—	713	713	0.01	0.11	1.86	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.20	0.21	2.56	0.00	0.00	0.64	0.64	0.00	0.15	0.15	—	633	633	0.02	0.03	0.07	—
Vendor	0.02	1.05	0.26	< 0.005	0.01	0.18	0.19	0.01	0.05	0.06	—	713	713	0.01	0.11	0.05	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.05	0.65	0.00	0.00	0.16	0.16	0.00	0.04	0.04	—	162	162	< 0.005	0.01	0.30	—
Vendor	0.01	0.26	0.06	< 0.005	< 0.005	0.04	0.05	< 0.005	0.01	0.01	—	177	177	< 0.005	0.03	0.20	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.12	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	26.8	26.8	< 0.005	< 0.005	0.05	—
Vendor	< 0.005	0.05	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	29.3	29.3	< 0.005	< 0.005	0.03	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.7. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.65	6.01	7.50	0.01	0.25	—	0.25	0.23	—	0.23	—	1,379	1,379	0.06	0.01	—	1,384
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	1.10	1.37	< 0.005	0.05	—	0.05	0.04	—	0.04	—	228	228	0.01	< 0.005	—	229
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.22	0.14	3.28	0.00	0.00	0.64	0.64	0.00	0.15	0.15	—	703	703	0.01	0.02	2.53	—
Vendor	0.02	0.93	0.24	< 0.005	0.01	0.18	0.19	0.01	0.05	0.06	—	700	700	0.01	0.10	1.84	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.19	0.19	2.39	0.00	0.00	0.64	0.64	0.00	0.15	0.15	—	621	621	0.01	0.03	0.07	—
Vendor	0.02	1.00	0.25	< 0.005	0.01	0.18	0.19	0.01	0.05	0.06	—	701	701	0.01	0.10	0.05	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.11	0.09	1.41	0.00	0.00	0.36	0.36	0.00	0.09	0.09	—	367	367	0.01	0.01	0.63	—
Vendor	0.01	0.56	0.14	< 0.005	0.01	0.10	0.11	0.01	0.03	0.03	—	403	403	< 0.005	0.06	0.46	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.26	0.00	0.00	0.07	0.07	0.00	0.02	0.02	—	60.7	60.7	< 0.005	< 0.005	0.10	—
Vendor	< 0.005	0.10	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	66.7	66.7	< 0.005	0.01	0.08	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.9. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.80	7.45	9.98	0.01	0.35	—	0.35	0.32	—	0.32	—	1,511	1,511	0.06	0.01	—	1,517
Paving	0.18	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.41	0.55	< 0.005	0.02	—	0.02	0.02	—	0.02	—	82.8	82.8	< 0.005	< 0.005	—	83.1
Paving	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.07	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	13.7	13.7	< 0.005	< 0.005	—	13.8
Paving	< 0.005	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.04	0.57	0.00	0.00	0.15	0.15	0.00	0.04	0.04	—	148	148	< 0.005	0.01	0.02	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.32	8.32	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.38	1.38	< 0.005	< 0.005	< 0.005	—

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.11. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	44.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.05	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	7.32	7.32	< 0.005	< 0.005	—	7.34
Architectural Coatings	2.43	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.21	1.21	< 0.005	< 0.005	—	1.22

Architectu Coatings	0.44	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.04	0.48	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	124	124	< 0.005	0.01	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.99	6.99	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.16	1.16	< 0.005	< 0.005	< 0.005	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.13. Demolition (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.62	24.9	21.7	0.03	1.06	—	1.06	0.98	—	0.98	—	3,425	3,425	0.14	0.03	—	3,437
Demolition	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	1.36	1.19	< 0.005	0.06	—	0.06	0.05	—	0.05	—	188	188	0.01	< 0.005	—	188
Demolition	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.25	0.22	< 0.005	0.01	—	0.01	0.01	—	0.01	—	31.1	31.1	< 0.005	< 0.005	—	31.2
Demolition	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.04	0.84	0.00	0.00	0.15	0.15	0.00	0.04	0.04	—	171	171	< 0.005	0.01	0.67	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.49	8.49	< 0.005	< 0.005	0.02	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.41	1.41	< 0.005	< 0.005	< 0.005	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Industrial Park	7.14	6.53	69.4	0.17	0.13	14.6	14.7	0.12	3.71	3.83	—	17,269	17,269	0.54	0.67	47.2	17,529
Total	7.14	6.53	69.4	0.17	0.13	14.6	14.7	0.12	3.71	3.83	—	17,269	17,269	0.54	0.67	47.2	17,529

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Industrial Park	6.36	7.64	56.7	0.15	0.13	14.6	14.7	0.12	3.71	3.83	—	15,774	15,774	0.60	0.73	1.22	16,007
Total	6.36	7.64	56.7	0.15	0.13	14.6	14.7	0.12	3.71	3.83	—	15,774	15,774	0.60	0.73	1.22	16,007
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Industrial Park	1.17	1.31	10.4	0.03	0.02	2.65	2.67	0.02	0.67	0.70	—	2,663	2,663	0.09	0.12	3.37	2,703
Total	1.17	1.31	10.4	0.03	0.02	2.65	2.67	0.02	0.67	0.70	—	2,663	2,663	0.09	0.12	3.37	2,703

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	48.1	48.1	< 0.005	< 0.005	—	48.4
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	2,931	2,931	0.28	0.03	—	2,948
Total	—	—	—	—	—	—	—	—	—	—	—	2,979	2,979	0.29	0.03	—	2,997
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Parking Lot	—	—	—	—	—	—	—	—	—	—	—	48.1	48.1	< 0.005	< 0.005	—	48.4
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	2,931	2,931	0.28	0.03	—	2,948
Total	—	—	—	—	—	—	—	—	—	—	—	2,979	2,979	0.29	0.03	—	2,997
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	7.96	7.96	< 0.005	< 0.005	—	8.01
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	485	485	0.05	0.01	—	488
Total	—	—	—	—	—	—	—	—	—	—	—	493	493	0.05	0.01	—	496

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Industrial Park	0.06	1.16	0.98	0.01	0.09	—	0.09	0.09	—	0.09	—	1,388	1,388	0.12	< 0.005	—	1,392
Total	0.06	1.16	0.98	0.01	0.09	—	0.09	0.09	—	0.09	—	1,388	1,388	0.12	< 0.005	—	1,392
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Industrial Park	0.06	1.16	0.98	0.01	0.09	—	0.09	0.09	—	0.09	—	1,388	1,388	0.12	< 0.005	—	1,392
Total	0.06	1.16	0.98	0.01	0.09	—	0.09	0.09	—	0.09	—	1,388	1,388	0.12	< 0.005	—	1,392
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Industrial Park	0.01	0.21	0.18	< 0.005	0.02	—	0.02	0.02	—	0.02	—	230	230	0.02	< 0.005	—	230
Total	0.01	0.21	0.18	< 0.005	0.02	—	0.02	0.02	—	0.02	—	230	230	0.02	< 0.005	—	230

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	3.21	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.24	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.07	0.05	6.52	< 0.005	0.01	—	0.01	0.01	—	0.01	—	26.8	26.8	< 0.005	< 0.005	—	26.9
Total	4.53	0.05	6.52	< 0.005	0.01	—	0.01	0.01	—	0.01	—	26.8	26.8	< 0.005	< 0.005	—	26.9
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	3.21	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.24	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Total	3.46	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Consumer Products	0.59	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.04	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.10	< 0.005	0.59	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.19	2.19	< 0.005	< 0.005	—	2.20
Total	0.73	< 0.005	0.59	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	2.19	2.19	< 0.005	< 0.005	—	2.20

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Industrial Park	—	—	—	—	—	—	—	—	—	—	66.5	101	168	6.83	0.16	—	387
Total	—	—	—	—	—	—	—	—	—	—	66.5	101	168	6.83	0.16	—	387
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005

Industrial Park	—	—	—	—	—	—	—	—	—	—	66.5	101	168	6.83	0.16	—	387
Total	—	—	—	—	—	—	—	—	—	—	66.5	101	168	6.83	0.16	—	387
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Industrial Park	—	—	—	—	—	—	—	—	—	—	11.0	16.8	27.8	1.13	0.03	—	64.1
Total	—	—	—	—	—	—	—	—	—	—	11.0	16.8	27.8	1.13	0.03	—	64.1

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Industrial Park	—	—	—	—	—	—	—	—	—	—	100	0.00	100	10.0	0.00	—	351
Total	—	—	—	—	—	—	—	—	—	—	100	0.00	100	10.0	0.00	—	351
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Industrial Park	—	—	—	—	—	—	—	—	—	—	100	0.00	100	10.0	0.00	—	351
Total	—	—	—	—	—	—	—	—	—	—	100	0.00	100	10.0	0.00	—	351
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Industrial Park	—	—	—	—	—	—	—	—	—	—	16.6	0.00	16.6	1.66	0.00	—	58.1
Total	—	—	—	—	—	—	—	—	—	—	16.6	0.00	16.6	1.66	0.00	—	58.1

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	39.0	39.0
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	39.0	39.0
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	39.0	39.0
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	39.0	39.0
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Industrial Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.46	6.46
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.46	6.46

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	6/30/2024	7/14/2024	5.00	10.0	—
Grading	Grading	7/15/2024	8/26/2024	5.00	30.0	—
Building Construction	Building Construction	8/27/2024	10/21/2025	5.00	300	—
Paving	Paving	10/22/2025	11/19/2025	5.00	20.0	—
Architectural Coating	Architectural Coating	11/20/2025	12/18/2025	5.00	20.0	—
Demolition	Demolition	6/1/2024	6/29/2024	5.00	20.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37

Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73
Demolition	Excavators	Diesel	Average	3.00	8.00	36.0	0.38
Demolition	Rubber Tired Dozers	Diesel	Average	2.00	8.00	367	0.40

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	14.3	LDA,LDT1,LDT2
Site Preparation	Vendor	—	8.80	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	20.0	14.3	LDA,LDT1,LDT2
Grading	Vendor	—	8.80	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	63.0	14.3	LDA,LDT1,LDT2
Building Construction	Vendor	24.6	8.80	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT

Paving	—	—	—	—
Paving	Worker	15.0	14.3	LDA,LDT1,LDT2
Paving	Vendor	—	8.80	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	12.6	14.3	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	8.80	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT
Demolition	—	—	—	—
Demolition	Worker	15.0	14.3	LDA,LDT1,LDT2
Demolition	Vendor	—	8.80	HHDT,MHDT
Demolition	Hauling	0.00	20.0	HHDT
Demolition	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00	0.00	225,000	75,000	3,528

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	15.0	0.00	—
Grading	—	—	90.0	0.00	—
Paving	0.00	0.00	0.00	0.00	1.35
Demolition	0.00	0.00	0.00	—	—

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Parking Lot	1.35	100%
Industrial Park	0.00	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2024	0.00	528	0.03	< 0.005
2025	0.00	528	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Industrial Park	1,575	1,575	1,575	574,875	20,522	20,522	20,522	7,490,620

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
0	0.00	225,000	75,000	3,528

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Parking Lot	51,514	341	0.0330	0.0040	0.00
Industrial Park	3,139,400	341	0.0330	0.0040	4,330,353

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)

Parking Lot	0.00	11.5
Industrial Park	34,687,500	11.5

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Parking Lot	0.00	—
Industrial Park	186	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Industrial Park	Other commercial A/C and heat pumps	R-410A	2,088	0.30	4.00	4.00	18.0

8. User Changes to Default Data

Screen	Justification
Land Use	Included lot acreage from applicant. reduced lot acreage to account for minimum amount of parking required by code. No landscaping area estimated (put in 1 sf to eliminated zeros and allow model to run without errors). Baseline CO-52.
Construction: Construction Phases	no demo. adjusted arch coatings to start 2 weeks after start of building construction and last same # of days. no applicant questionnaire for construction.
Operations: Vehicle Data	using Roseville trip rates from F&P transportation impact analysis dated 7/25/23.

SVSP (baseline) Custom Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	SVSP (baseline)
Construction Start Date	6/1/2024
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.77562705656766, -121.40023406585973
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	432
EDFZ	4
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Apartments Mid Rise	237	Dwelling Unit	4.68	227,520	1.00	—	619	WB-30
Apartments Mid Rise	128	Dwelling Unit	3.28	122,880	1.00	—	334	WB-32
Apartments Mid Rise	172	Dwelling Unit	4.59	165,120	1.00	—	449	FD-34
City Park	1.50	Acre	1.50	0.00	1.00	1.00	—	park
Parking Lot	859	Space	7.73	0.00	1.00	—	—	minimum spaces 1.5 plus 1/10 units guests

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	14.4	36.0	40.7	0.06	1.60	19.8	21.4	1.47	10.1	11.6	—	9,476	9,476	0.27	0.46	25.0	9,644
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	14.0	16.1	33.7	0.04	0.55	5.11	5.66	0.51	1.22	1.73	—	8,858	8,858	0.23	0.46	0.65	9,003
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	9.89	10.6	23.5	0.03	0.34	3.63	3.98	0.32	0.99	1.30	—	6,330	6,330	0.14	0.32	7.08	6,437
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.81	1.93	4.28	< 0.005	0.06	0.66	0.73	0.06	0.18	0.24	—	1,048	1,048	0.02	0.05	1.17	1,066

Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	82.0	82.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	Yes
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	82.0	82.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	Yes
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	10,000
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	No

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	14.4	36.0	40.7	0.06	1.60	19.8	21.4	1.47	10.1	11.6	—	9,476	9,476	0.27	0.46	25.0	9,644
2025	14.1	14.5	38.9	0.04	0.48	5.11	5.59	0.44	1.22	1.66	—	9,341	9,341	0.19	0.44	22.9	9,500
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	14.0	16.1	33.7	0.04	0.55	5.11	5.66	0.51	1.22	1.73	—	8,858	8,858	0.23	0.46	0.65	9,003
2025	13.8	15.0	32.4	0.04	0.48	5.11	5.59	0.44	1.22	1.66	—	8,737	8,737	0.22	0.45	0.59	8,878
2026	13.7	14.1	31.2	0.04	0.42	5.11	5.54	0.39	1.22	1.61	—	8,617	8,617	0.21	0.45	0.53	8,757
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

2024	4.31	8.95	13.9	0.02	0.34	2.93	3.27	0.32	0.99	1.30	—	3,433	3,433	0.09	0.14	3.19	3,481
2025	9.89	10.6	23.5	0.03	0.34	3.63	3.98	0.32	0.86	1.18	—	6,330	6,330	0.14	0.32	7.08	6,437
2026	0.47	0.48	0.81	< 0.005	0.02	0.05	0.07	0.02	0.01	0.03	—	150	150	< 0.005	< 0.005	0.08	151
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.79	1.63	2.54	< 0.005	0.06	0.53	0.60	0.06	0.18	0.24	—	568	568	0.02	0.02	0.53	576
2025	1.81	1.93	4.28	< 0.005	0.06	0.66	0.73	0.06	0.16	0.22	—	1,048	1,048	0.02	0.05	1.17	1,066
2026	0.09	0.09	0.15	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	0.01	—	24.8	24.8	< 0.005	< 0.005	0.01	25.0

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	29.2	12.7	140	0.27	0.36	21.6	22.0	0.35	5.49	5.84	248	30,797	31,045	26.3	1.18	73.5	32,127
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	24.8	14.1	93.7	0.24	0.35	21.6	21.9	0.34	5.49	5.83	248	28,510	28,758	26.4	1.28	5.50	29,803
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	26.2	13.5	107	0.25	0.35	21.5	21.8	0.34	5.46	5.80	248	28,990	29,238	26.3	1.23	33.8	30,297
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4.79	2.47	19.6	0.05	0.06	3.92	3.98	0.06	1.00	1.06	41.1	4,800	4,841	4.36	0.20	5.60	5,016
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—

Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1,100
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Yes

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	14.3	10.5	109	0.25	0.20	21.6	21.8	0.18	5.49	5.67	—	25,750	25,750	0.93	1.06	69.8	26,160
Area	14.8	0.29	30.5	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	81.5	81.5	< 0.005	< 0.005	—	81.7
Energy	0.11	1.87	0.80	0.01	0.15	—	0.15	0.15	—	0.15	—	4,914	4,914	0.46	0.03	—	4,936
Water	—	—	—	—	—	—	—	—	—	—	33.8	51.6	85.4	3.47	0.08	—	197
Waste	—	—	—	—	—	—	—	—	—	—	214	0.00	214	21.4	0.00	—	749
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.69	3.69
Total	29.2	12.7	140	0.27	0.36	21.6	22.0	0.35	5.49	5.84	248	30,797	31,045	26.3	1.18	73.5	32,127
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	12.5	12.3	92.9	0.23	0.20	21.6	21.8	0.18	5.49	5.67	—	23,544	23,544	1.07	1.16	1.81	23,918
Area	12.2	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Energy	0.11	1.87	0.80	0.01	0.15	—	0.15	0.15	—	0.15	—	4,914	4,914	0.46	0.03	—	4,936

Water	—	—	—	—	—	—	—	—	—	—	33.8	51.6	85.4	3.47	0.08	—	197
Waste	—	—	—	—	—	—	—	—	—	—	214	0.00	214	21.4	0.00	—	749
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.69	3.69
Total	24.8	14.1	93.7	0.24	0.35	21.6	21.9	0.34	5.49	5.83	248	28,510	28,758	26.4	1.28	5.50	29,803
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	12.6	11.5	91.4	0.24	0.20	21.5	21.7	0.18	5.46	5.64	—	23,984	23,984	0.99	1.11	30.1	24,371
Area	13.5	0.14	15.1	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	40.2	40.2	< 0.005	< 0.005	—	40.3
Energy	0.11	1.87	0.80	0.01	0.15	—	0.15	0.15	—	0.15	—	4,914	4,914	0.46	0.03	—	4,936
Water	—	—	—	—	—	—	—	—	—	—	33.8	51.6	85.4	3.47	0.08	—	197
Waste	—	—	—	—	—	—	—	—	—	—	214	0.00	214	21.4	0.00	—	749
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.69	3.69
Total	26.2	13.5	107	0.25	0.35	21.5	21.8	0.34	5.46	5.80	248	28,990	29,238	26.3	1.23	33.8	30,297
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	2.30	2.10	16.7	0.04	0.04	3.92	3.95	0.03	1.00	1.03	—	3,971	3,971	0.16	0.18	4.99	4,035
Area	2.46	0.03	2.75	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	6.65	6.65	< 0.005	< 0.005	—	6.67
Energy	0.02	0.34	0.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	814	814	0.08	0.01	—	817
Water	—	—	—	—	—	—	—	—	—	—	5.60	8.54	14.1	0.57	0.01	—	32.6
Waste	—	—	—	—	—	—	—	—	—	—	35.5	0.00	35.5	3.54	0.00	—	124
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.61	0.61
Total	4.79	2.47	19.6	0.05	0.06	3.92	3.98	0.06	1.00	1.06	41.1	4,800	4,841	4.36	0.20	5.60	5,016

3. Construction Emissions Details

3.1. Site Preparation (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.65	36.0	32.9	0.05	1.60	—	1.60	1.47	—	1.47	—	5,296	5,296	0.21	0.04	—	5,314
Dust From Material Movement	—	—	—	—	—	19.7	19.7	—	10.1	10.1	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.99	0.90	< 0.005	0.04	—	0.04	0.04	—	0.04	—	145	145	0.01	< 0.005	—	146
Dust From Material Movement	—	—	—	—	—	0.54	0.54	—	0.28	0.28	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.18	0.16	< 0.005	0.01	—	0.01	0.01	—	0.01	—	24.0	24.0	< 0.005	< 0.005	—	24.1
Dust From Material Movement	—	—	—	—	—	0.10	0.10	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.05	0.98	0.00	0.00	0.18	0.18	0.00	0.04	0.04	—	199	199	< 0.005	0.01	0.78	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.95	4.95	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	0.82	0.82	< 0.005	< 0.005	< 0.005	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.3. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.52	34.3	30.2	0.06	1.45	—	1.45	1.33	—	1.33	—	6,598	6,598	0.27	0.05	—	6,621

Dust From Material Movement	—	—	—	—	—	9.20	9.20	—	3.65	3.65	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.34	3.29	2.89	0.01	0.14	—	0.14	0.13	—	0.13	—	633	633	0.03	0.01	—	635
Dust From Material Movement	—	—	—	—	—	0.88	0.88	—	0.35	0.35	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.60	0.53	< 0.005	0.03	—	0.03	0.02	—	0.02	—	105	105	< 0.005	< 0.005	—	105
Dust From Material Movement	—	—	—	—	—	0.16	0.16	—	0.06	0.06	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.05	1.11	0.00	0.00	0.20	0.20	0.00	0.05	0.05	—	228	228	< 0.005	0.01	0.89	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.08	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	19.8	19.8	< 0.005	< 0.005	0.04	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.28	3.28	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.5. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	—	0.50	0.46	—	0.46	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.36	3.32	3.88	0.01	0.15	—	0.15	0.14	—	0.14	—	708	708	0.03	0.01	—	711
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.61	0.71	< 0.005	0.03	—	0.03	0.02	—	0.02	—	117	117	< 0.005	< 0.005	—	118
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.52	1.00	21.6	0.00	0.00	3.91	3.91	0.00	0.92	0.92	—	4,401	4,401	0.06	0.16	17.2	—
Vendor	0.05	2.29	0.59	0.01	0.02	0.42	0.45	0.02	0.12	0.14	—	1,664	1,664	0.01	0.26	4.33	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.21	1.29	15.7	0.00	0.00	3.91	3.91	0.00	0.92	0.92	—	3,886	3,886	0.09	0.16	0.45	—
Vendor	0.05	2.46	0.61	0.01	0.02	0.42	0.45	0.02	0.12	0.14	—	1,664	1,664	0.01	0.26	0.11	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.40	0.34	4.77	0.00	0.00	1.15	1.15	0.00	0.27	0.27	—	1,180	1,180	0.02	0.05	2.19	—
Vendor	0.01	0.71	0.18	< 0.005	0.01	0.12	0.13	0.01	0.03	0.04	—	492	492	< 0.005	0.08	0.55	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.87	0.00	0.00	0.21	0.21	0.00	0.05	0.05	—	195	195	< 0.005	0.01	0.36	—

Vendor	< 0.005	0.13	0.03	< 0.005	< 0.005	0.02	0.02	< 0.005	0.01	0.01	—	81.4	81.4	< 0.005	0.01	0.09	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.7. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	—	0.43	0.40	—	0.40	—	2,398	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.80	7.46	9.31	0.02	0.31	—	0.31	0.28	—	0.28	—	1,713	1,713	0.07	0.01	—	1,719
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.15	1.36	1.70	< 0.005	0.06	—	0.06	0.05	—	0.05	—	284	284	0.01	< 0.005	—	285
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.34	0.87	20.1	0.00	0.00	3.91	3.91	0.00	0.92	0.92	—	4,312	4,312	0.06	0.15	15.5	—
Vendor	0.05	2.17	0.57	0.01	0.02	0.42	0.45	0.02	0.12	0.14	—	1,635	1,635	0.01	0.24	4.30	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.16	1.15	14.7	0.00	0.00	3.91	3.91	0.00	0.92	0.92	—	3,808	3,808	0.09	0.16	0.40	—
Vendor	0.05	2.33	0.59	0.01	0.02	0.42	0.45	0.02	0.12	0.14	—	1,636	1,636	0.01	0.24	0.11	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.83	0.72	10.8	0.00	0.00	2.78	2.78	0.00	0.65	0.65	—	2,795	2,795	0.05	0.11	4.79	—
Vendor	0.03	1.63	0.42	0.01	0.02	0.30	0.32	0.02	0.08	0.10	—	1,168	1,168	0.01	0.17	1.33	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.15	0.13	1.96	0.00	0.00	0.51	0.51	0.00	0.12	0.12	—	463	463	0.01	0.02	0.79	—
Vendor	0.01	0.30	0.08	< 0.005	< 0.005	0.06	0.06	< 0.005	0.02	0.02	—	193	193	< 0.005	0.03	0.22	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.9. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.07	9.85	13.0	0.02	0.38	—	0.38	0.35	—	0.35	—	2,397	2,397	0.10	0.02	—	2,405
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.04	0.05	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.38	9.38	< 0.005	< 0.005	—	9.41
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	1.55	1.55	< 0.005	< 0.005	—	1.56
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	1.10	1.02	13.8	0.00	0.00	3.91	3.91	0.00	0.92	0.92	—	3,734	3,734	0.08	0.16	0.36	—
Vendor	0.05	2.21	0.57	0.01	0.02	0.42	0.45	0.02	0.12	0.14	—	1,605	1,605	0.01	0.24	0.10	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.06	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	15.0	15.0	< 0.005	< 0.005	0.02	—
Vendor	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	6.28	6.28	< 0.005	< 0.005	0.01	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	2.49	2.49	< 0.005	< 0.005	< 0.005	—
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.04	1.04	< 0.005	< 0.005	< 0.005	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.11. Paving (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.76	7.12	9.94	0.01	0.32	—	0.32	0.29	—	0.29	—	1,511	1,511	0.06	0.01	—	1,516
Paving	1.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.39	0.54	< 0.005	0.02	—	0.02	0.02	—	0.02	—	82.8	82.8	< 0.005	< 0.005	—	83.1
Paving	0.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.07	0.10	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	13.7	13.7	< 0.005	< 0.005	—	13.8
Paving	0.01	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.04	0.54	0.00	0.00	0.15	0.15	0.00	0.04	0.04	—	145	145	< 0.005	0.01	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	8.16	8.16	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.35	1.35	< 0.005	< 0.005	< 0.005	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.13. Architectural Coating (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.14	0.91	1.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	11.2	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.14	0.91	1.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	11.2	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.24	0.31	< 0.005	0.01	—	0.01	0.01	—	0.01	—	35.8	35.8	< 0.005	< 0.005	—	35.9
Architectural Coatings	2.99	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.04	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.93	5.93	< 0.005	< 0.005	—	5.95
Architectural Coatings	0.55	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.30	0.20	4.31	0.00	0.00	0.78	0.78	0.00	0.18	0.18	—	880	880	0.01	0.03	3.44	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.24	0.26	3.14	0.00	0.00	0.78	0.78	0.00	0.18	0.18	—	777	777	0.02	0.03	0.09	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.06	0.87	0.00	0.00	0.21	0.21	0.00	0.05	0.05	—	214	214	< 0.005	0.01	0.40	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.16	0.00	0.00	0.04	0.04	0.00	0.01	0.01	—	35.4	35.4	< 0.005	< 0.005	0.07	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.15. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	11.2	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.88	1.14	< 0.005	0.03	—	0.03	0.03	—	0.03	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	11.2	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.09	0.63	0.81	< 0.005	0.02	—	0.02	0.02	—	0.02	—	95.4	95.4	< 0.005	< 0.005	—	95.7
Architectural Coatings	7.97	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.12	0.15	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	15.8	15.8	< 0.005	< 0.005	—	15.8
Architectural Coatings	1.45	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.27	0.17	4.03	0.00	0.00	0.78	0.78	0.00	0.18	0.18	—	862	862	0.01	0.03	3.11	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.23	0.23	2.94	0.00	0.00	0.78	0.78	0.00	0.18	0.18	—	762	762	0.02	0.03	0.08	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.17	0.14	2.15	0.00	0.00	0.56	0.56	0.00	0.13	0.13	—	559	559	0.01	0.02	0.96	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.39	0.00	0.00	0.10	0.10	0.00	0.02	0.02	—	92.6	92.6	< 0.005	< 0.005	0.16	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

3.17. Architectural Coating (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.12	0.86	1.13	< 0.005	0.02	—	0.02	0.02	—	0.02	—	134	134	0.01	< 0.005	—	134
Architectural Coatings	11.2	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.03	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	4.18	4.18	< 0.005	< 0.005	—	4.19
Architectural Coatings	0.35	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	0.69	0.69	< 0.005	< 0.005	—	0.69
Architectural Coatings	0.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.22	0.20	2.76	0.00	0.00	0.78	0.78	0.00	0.18	0.18	—	747	747	0.02	0.03	0.07	—

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.09	0.00	0.00	0.02	0.02	0.00	0.01	0.01	—	24.0	24.0	< 0.005	< 0.005	0.04	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.98	3.98	< 0.005	< 0.005	0.01	—
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	—

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	14.3	10.5	109	0.25	0.20	21.6	21.8	0.18	5.48	5.67	—	25,714	25,714	0.93	1.06	69.7	26,123
City Park	0.01	0.01	0.14	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	36.0	36.0	< 0.005	< 0.005	0.10	36.6
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	14.3	10.5	109	0.25	0.20	21.6	21.8	0.18	5.49	5.67	—	25,750	25,750	0.93	1.06	69.8	26,160

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	12.5	12.2	92.8	0.23	0.20	21.6	21.8	0.18	5.48	5.67	—	23,511	23,511	1.07	1.16	1.81	23,884
City Park	0.01	0.02	0.12	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	32.9	32.9	< 0.005	< 0.005	< 0.005	33.4
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	12.5	12.3	92.9	0.23	0.20	21.6	21.8	0.18	5.49	5.67	—	23,544	23,544	1.07	1.16	1.81	23,918
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	2.30	2.10	16.7	0.04	0.04	3.92	3.95	0.03	1.00	1.03	—	3,968	3,968	0.16	0.18	4.98	4,032
City Park	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.92	2.92	< 0.005	< 0.005	< 0.005	2.96
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	2.30	2.10	16.7	0.04	0.04	3.92	3.95	0.03	1.00	1.03	—	3,971	3,971	0.16	0.18	4.99	4,035

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	2,265	2,265	0.22	0.03	—	2,278
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00

Parking Lot	—	—	—	—	—	—	—	—	—	—	—	275	275	0.03	< 0.005	—	277
Total	—	—	—	—	—	—	—	—	—	—	—	2,540	2,540	0.25	0.03	—	2,555
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	2,265	2,265	0.22	0.03	—	2,278
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	275	275	0.03	< 0.005	—	277
Total	—	—	—	—	—	—	—	—	—	—	—	2,540	2,540	0.25	0.03	—	2,555
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	375	375	0.04	< 0.005	—	377
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	45.6	45.6	< 0.005	< 0.005	—	45.9
Total	—	—	—	—	—	—	—	—	—	—	—	421	421	0.04	< 0.005	—	423

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.11	1.87	0.80	0.01	0.15	—	0.15	0.15	—	0.15	—	2,374	2,374	0.21	< 0.005	—	2,380
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.11	1.87	0.80	0.01	0.15	—	0.15	0.15	—	0.15	—	2,374	2,374	0.21	< 0.005	—	2,380
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.11	1.87	0.80	0.01	0.15	—	0.15	0.15	—	0.15	—	2,374	2,374	0.21	< 0.005	—	2,380
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.11	1.87	0.80	0.01	0.15	—	0.15	0.15	—	0.15	—	2,374	2,374	0.21	< 0.005	—	2,380
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.02	0.34	0.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	393	393	0.03	< 0.005	—	394
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.02	0.34	0.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	393	393	0.03	< 0.005	—	394

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00

Consumer	11.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.13	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	2.66	0.29	30.5	< 0.005	0.01	—	0.01	0.01	—	0.01	—	81.5	81.5	< 0.005	< 0.005	—	81.7
Total	14.8	0.29	30.5	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	81.5	81.5	< 0.005	< 0.005	—	81.7
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	11.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.13	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	12.2	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	2.02	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.21	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.24	0.03	2.75	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	6.65	6.65	< 0.005	< 0.005	—	6.67
Total	2.46	0.03	2.75	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	6.65	6.65	< 0.005	< 0.005	—	6.67

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	33.8	51.6	85.4	3.47	0.08	—	197
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	33.8	51.6	85.4	3.47	0.08	—	197
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	33.8	51.6	85.4	3.47	0.08	—	197
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	33.8	51.6	85.4	3.47	0.08	—	197
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	5.60	8.54	14.1	0.57	0.01	—	32.6
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005

Total	—	—	—	—	—	—	—	—	—	—	5.60	8.54	14.1	0.57	0.01	—	32.6

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	214	0.00	214	21.4	0.00	—	749
City Park	—	—	—	—	—	—	—	—	—	—	0.07	0.00	0.07	0.01	0.00	—	0.24
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	214	0.00	214	21.4	0.00	—	749
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	214	0.00	214	21.4	0.00	—	749
City Park	—	—	—	—	—	—	—	—	—	—	0.07	0.00	0.07	0.01	0.00	—	0.24
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	214	0.00	214	21.4	0.00	—	749
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	35.4	0.00	35.4	3.54	0.00	—	124
City Park	—	—	—	—	—	—	—	—	—	—	0.01	0.00	0.01	< 0.005	0.00	—	0.04

Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	35.5	0.00	35.5	3.54	0.00	—	124

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.69	3.69
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.69	3.69
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.69	3.69
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.69	3.69
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.61	0.61
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.61	0.61

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	6/1/2024	6/14/2024	5.00	10.0	—
Grading	Grading	6/15/2024	8/2/2024	5.00	35.0	—
Building Construction	Building Construction	8/3/2024	1/2/2026	5.00	370	—
Paving	Paving	1/3/2026	1/30/2026	5.00	20.0	—
Architectural Coating	Architectural Coating	8/17/2024	1/16/2026	5.00	370	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37
Grading	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45

Building Construction	Tractors/Loaders/Backh	Diesel	Average	3.00	7.00	84.0	0.37
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	14.3	LDA,LDT1,LDT2
Site Preparation	Vendor	—	8.80	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	20.0	14.3	LDA,LDT1,LDT2
Grading	Vendor	—	8.80	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	387	14.3	LDA,LDT1,LDT2
Building Construction	Vendor	57.4	8.80	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	14.3	LDA,LDT1,LDT2

Paving	Vendor	—	8.80	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	77.3	14.3	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	8.80	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	1,043,928	347,976	0.00	0.00	20,206

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	15.0	0.00	—
Grading	—	—	105	0.00	—
Paving	0.00	0.00	0.00	0.00	7.73

5.6.2. Construction Earthmoving Control Strategies

Non-applicable. No control strategies activated by user.

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
Apartments Mid Rise	—	0%
Apartments Mid Rise	—	0%
Apartments Mid Rise	—	0%
City Park	0.00	0%
Parking Lot	7.73	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2024	0.00	528	0.03	< 0.005
2025	0.00	528	0.03	< 0.005
2026	0.00	528	0.03	< 0.005

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Apartments Mid Rise	1,540	1,540	1,540	562,282	13,382	13,382	13,382	4,884,394
Apartments Mid Rise	832	832	832	303,680	7,227	7,227	7,227	2,637,985
Apartments Mid Rise	1,118	1,118	1,118	408,070	9,712	9,712	9,712	3,544,792
City Park	1.17	2.94	3.29	630	15.2	38.3	42.8	8,204
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	71
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	166
Wood Fireplaces	0
Gas Fireplaces	38
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	90
Wood Fireplaces	0
Gas Fireplaces	52
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	120
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Conventional Wood Stoves	0

Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
1043928	347,976	0.00	0.00	20,206

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	1,070,721	341	0.0330	0.0040	3,268,821
Apartments Mid Rise	578,280	341	0.0330	0.0040	1,765,439
Apartments Mid Rise	777,063	341	0.0330	0.0040	2,372,309
City Park	0.00	341	0.0330	0.0040	0.00

Parking Lot	295,004	341	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	7,789,343	14.1
Apartments Mid Rise	4,206,902	14.1
Apartments Mid Rise	5,653,025	14.1
City Park	0.00	25.6
Parking Lot	0.00	11.5

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	175	—
Apartments Mid Rise	94.6	—
Apartments Mid Rise	127	—
City Park	0.13	—
Parking Lot	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced

Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

8. User Changes to Default Data

Screen	Justification
Land Use	Included lot acreage from applicant. reduced lot acreage to account for minimum amount of parking required by code. No landscaping area estimated (put in 1 sf to eliminated zeros and allow model to run without errors).
Construction: Construction Phases	no demo. adjusted arch coatings to start 2 weeks after start of building construction and last same # of days. no applicant questionnaire for construction.
Operations: Vehicle Data	using Roseville trip rates from F&P transportation impact analysis dated 7/25/23.

Appendix C

CalEEMod Air Quality and Greenhouse Gas Modeling Results
Mitigated Operational ROG
(COMP and SVSP separately)

SVSP and COMP Amendments (CO-52 Only) Custom Report

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4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

4.3. Area Emissions by Source

4.3.1. Unmitigated

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

5.10.2. Architectural Coatings

5.10.3. Landscape Equipment

5.11. Operational Energy Consumption

5.11.1. Unmitigated

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

5.13. Operational Waste Generation

5.13.1. Unmitigated

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	SVSP and COMP Amendments (CO-52 Only)
Construction Start Date	6/1/2024
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.77562705656766, -121.40023406585973
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	432
EDFZ	4
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Apartments Mid Rise	285	Dwelling Unit	13.7	273,600	1.00	—	744	CO-52
Parking Lot	456	Space	4.00	0.00	1.00	—	—	minimum spaces 1.5 plus 1/10 units guests

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	15.4	6.71	74.2	0.14	0.19	11.4	11.6	0.18	2.91	3.09	132	17,078	17,209	13.9	0.63	39.0	17,783
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	13.1	7.49	49.7	0.13	0.18	11.4	11.6	0.18	2.91	3.09	132	15,865	15,997	14.0	0.68	2.92	16,552
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	13.8	7.18	56.9	0.13	0.19	11.4	11.6	0.18	2.90	3.08	132	16,129	16,260	14.0	0.65	17.9	16,822
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.53	1.31	10.4	0.02	0.03	2.08	2.11	0.03	0.53	0.56	21.8	2,670	2,692	2.31	0.11	2.97	2,785
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—

Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1,100
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Yes

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	7.57	5.57	57.6	0.13	0.10	11.4	11.5	0.10	2.91	3.01	—	13,647	13,647	0.49	0.56	37.0	13,864
Area	7.80	0.15	16.2	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	43.2	43.2	< 0.005	< 0.005	—	43.4
Energy	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	3,345	3,345	0.24	0.02	—	3,356
Water	—	—	—	—	—	—	—	—	—	—	17.9	42.5	60.4	1.84	0.04	—	120
Waste	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	15.4	6.71	74.2	0.14	0.19	11.4	11.6	0.18	2.91	3.09	132	17,078	17,209	13.9	0.63	39.0	17,783
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	6.65	6.50	49.2	0.12	0.10	11.4	11.5	0.10	2.91	3.01	—	12,478	12,478	0.57	0.61	0.96	12,676
Area	6.39	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Energy	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	3,345	3,345	0.24	0.02	—	3,356

Water	—	—	—	—	—	—	—	—	—	—	17.9	42.5	60.4	1.84	0.04	—	120
Waste	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	13.1	7.49	49.7	0.13	0.18	11.4	11.6	0.18	2.91	3.09	132	15,865	15,997	14.0	0.68	2.92	16,552
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	6.70	6.11	48.5	0.12	0.10	11.4	11.5	0.10	2.90	2.99	—	12,720	12,720	0.53	0.59	16.0	12,925
Area	7.08	0.08	7.99	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	21.3	21.3	< 0.005	< 0.005	—	21.4
Energy	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	3,345	3,345	0.24	0.02	—	3,356
Water	—	—	—	—	—	—	—	—	—	—	17.9	42.5	60.4	1.84	0.04	—	120
Waste	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	13.8	7.18	56.9	0.13	0.19	11.4	11.6	0.18	2.90	3.08	132	16,129	16,260	14.0	0.65	17.9	16,822
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1.22	1.12	8.85	0.02	0.02	2.08	2.10	0.02	0.53	0.55	—	2,106	2,106	0.09	0.10	2.65	2,140
Area	1.29	0.01	1.46	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	3.53	3.53	< 0.005	< 0.005	—	3.54
Energy	0.01	0.18	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	554	554	0.04	< 0.005	—	556
Water	—	—	—	—	—	—	—	—	—	—	2.97	7.03	10.0	0.31	0.01	—	19.8
Waste	—	—	—	—	—	—	—	—	—	—	18.8	0.00	18.8	1.88	0.00	—	65.8
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.32	0.32
Total	2.53	1.31	10.4	0.02	0.03	2.08	2.11	0.03	0.53	0.56	21.8	2,670	2,692	2.31	0.11	2.97	2,785

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	7.57	5.57	57.6	0.13	0.10	11.4	11.5	0.10	2.91	3.01	—	13,647	13,647	0.49	0.56	37.0	13,864
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	7.57	5.57	57.6	0.13	0.10	11.4	11.5	0.10	2.91	3.01	—	13,647	13,647	0.49	0.56	37.0	13,864
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	6.65	6.50	49.2	0.12	0.10	11.4	11.5	0.10	2.91	3.01	—	12,478	12,478	0.57	0.61	0.96	12,676
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	6.65	6.50	49.2	0.12	0.10	11.4	11.5	0.10	2.91	3.01	—	12,478	12,478	0.57	0.61	0.96	12,676
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	1.22	1.12	8.85	0.02	0.02	2.08	2.10	0.02	0.53	0.55	—	2,106	2,106	0.09	0.10	2.65	2,140
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	1.22	1.12	8.85	0.02	0.02	2.08	2.10	0.02	0.53	0.55	—	2,106	2,106	0.09	0.10	2.65	2,140

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	1,864	1,864	0.12	0.01	—	1,871
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	221	221	0.01	< 0.005	—	222
Total	—	—	—	—	—	—	—	—	—	—	—	2,085	2,085	0.13	0.02	—	2,093
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	1,864	1,864	0.12	0.01	—	1,871
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	221	221	0.01	< 0.005	—	222
Total	—	—	—	—	—	—	—	—	—	—	—	2,085	2,085	0.13	0.02	—	2,093
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	309	309	0.02	< 0.005	—	310
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	36.6	36.6	< 0.005	< 0.005	—	36.7
Total	—	—	—	—	—	—	—	—	—	—	—	345	345	0.02	< 0.005	—	347

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Apartments	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,260	1,260	0.11	< 0.005	—	1,263
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,260	1,260	0.11	< 0.005	—	1,263
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,260	1,260	0.11	< 0.005	—	1,263
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,260	1,260	0.11	< 0.005	—	1,263
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.01	0.18	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	209	209	0.02	< 0.005	—	209
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.01	0.18	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	209	209	0.02	< 0.005	—	209

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00

Consumer	5.79	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.60	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	1.41	0.15	16.2	< 0.005	0.01	—	0.01	0.01	—	0.01	—	43.2	43.2	< 0.005	< 0.005	—	43.4
Total	7.80	0.15	16.2	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	43.2	43.2	< 0.005	< 0.005	—	43.4
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	5.79	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.60	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	6.39	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	1.06	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.11	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.13	0.01	1.46	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	3.53	3.53	< 0.005	< 0.005	—	3.54
Total	1.29	0.01	1.46	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	3.53	3.53	< 0.005	< 0.005	—	3.54

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	17.9	42.5	60.4	1.84	0.04	—	120
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	17.9	42.5	60.4	1.84	0.04	—	120
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	17.9	42.5	60.4	1.84	0.04	—	120
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	17.9	42.5	60.4	1.84	0.04	—	120
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	2.97	7.03	10.0	0.31	0.01	—	19.8
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	2.97	7.03	10.0	0.31	0.01	—	19.8

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	114	0.00	114	11.4	0.00	—	397
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	18.8	0.00	18.8	1.88	0.00	—	65.8
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	18.8	0.00	18.8	1.88	0.00	—	65.8

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.96	1.96
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.32	0.32
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.32	0.32

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Apartments Mid Rise	1,852	1,852	1,852	676,162	16,092	16,092	16,092	5,873,639
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	86
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	200
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
554040	184,680	0.00	0.00	10,454

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	1,287,576	528	0.0330	0.0040	3,930,860
Parking Lot	152,634	528	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	9,366,931	14.1
Parking Lot	0.00	11.5

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	211	—
Parking Lot	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced

Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00

8. User Changes to Default Data

Screen	Justification
Land Use	CO52 only run
Construction: Construction Phases	no demo. adjusted arch coatings to start 2 weeks after start of building construction and last same # of days. no applicant questionnaire for construction.
Operations: Vehicle Data	using Roseville trip rates from F&P transportation impact analysis dated 7/25/23.
Operations: Consumer Products	reduced lb VOC/sf/day from 0.0000214 to 0.0000211 due to CARB consumer products regulation, reducing VOC by 1.2% in 2023 (3 tpd reduction from 260 tpd VOC). https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2021/consumerproducts2021/isor.pdf

SVSP and COMP Amendments (SVSP parcels only) Custom Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	SVSP and COMP Amendments (SVSP parcels only)
Construction Start Date	6/1/2024
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.77562705656766, -121.40023406585973
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	432
EDFZ	4
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description

Apartments Mid Rise	355	Dwelling Unit	2.95	340,800	1.00	—	927	WB-30
Apartments Mid Rise	192	Dwelling Unit	2.34	184,320	1.00	—	501	WB-32
Apartments Mid Rise	256	Dwelling Unit	3.35	245,760	1.00	—	668	FD-34
City Park	1.50	Acre	1.50	0.00	1.00	1.00	—	park
Parking Lot	1,258	Space	11.3	0.00	1.00	—	—	minimum spaces 1.5 plus 1/10 units guests

1.3. User-Selected Emission Reduction Measures by Emissions Sector

Sector	#	Measure Title
Transportation	T-4	Integrate A ordable and Below Market Rate Housing

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	42.4	18.1	201	0.38	0.52	30.6	31.1	0.50	7.78	8.28	371	44,026	44,397	39.2	1.68	104	45,983
Mit.	42.4	18.1	201	0.38	0.52	30.6	31.1	0.50	7.78	8.28	371	44,026	44,397	39.2	1.68	104	45,983
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	35.9	20.2	133	0.35	0.50	30.6	31.1	0.49	7.78	8.27	371	40,779	41,150	39.4	1.82	8.09	42,684
Mit.	35.9	20.2	133	0.35	0.50	30.6	31.1	0.49	7.78	8.27	371	40,779	41,150	39.4	1.82	8.09	42,684

% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	37.8	19.1	152	0.35	0.51	30.0	30.5	0.49	7.63	8.12	371	40,998	41,369	39.3	1.73	47.6	42,913
Mit.	37.8	19.1	152	0.35	0.51	30.0	30.5	0.49	7.63	8.12	371	40,998	41,369	39.3	1.73	47.6	42,913
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	6.89	3.49	27.6	0.06	0.09	5.48	5.57	0.09	1.39	1.48	61.4	6,788	6,849	6.50	0.29	7.89	7,105
Mit.	6.89	3.49	27.6	0.06	0.09	5.48	5.57	0.09	1.39	1.48	61.4	6,788	6,849	6.50	0.29	7.89	7,105
% Reduced	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Mit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	55.0	55.0	—	—	—	—	82.0	—	—	—	—	—	—	—	—	—	—
Unmit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Mit.	No	No	—	—	—	—	No	—	—	—	—	—	—	—	—	—	—
Exceeds (Annual)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Threshold	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1,100
Unmit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Yes
Mit.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	Yes

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	20.2	14.9	154	0.36	0.28	30.6	30.9	0.26	7.78	8.04	—	36,488	36,488	1.32	1.51	98.9	37,069
Area	22.0	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	122	122	0.01	< 0.005	—	122
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	42.4	18.1	201	0.38	0.52	30.6	31.1	0.50	7.78	8.28	371	44,026	44,397	39.2	1.68	104	45,983
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	17.8	17.4	132	0.33	0.28	30.6	30.9	0.26	7.78	8.04	—	33,362	33,362	1.52	1.64	2.57	33,892
Area	18.0	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	35.9	20.2	133	0.35	0.50	30.6	31.1	0.49	7.78	8.27	371	40,779	41,150	39.4	1.82	8.09	42,684
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	17.6	16.1	128	0.33	0.27	30.0	30.3	0.26	7.63	7.89	—	33,521	33,521	1.39	1.55	42.1	34,061
Area	20.0	0.21	22.5	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	60.1	60.1	< 0.005	< 0.005	—	60.3
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295

Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	37.8	19.1	152	0.35	0.51	30.0	30.5	0.49	7.63	8.12	371	40,998	41,369	39.3	1.73	47.6	42,913
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	3.22	2.94	23.3	0.06	0.05	5.48	5.53	0.05	1.39	1.44	—	5,550	5,550	0.23	0.26	6.97	5,639
Area	3.64	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	9.94	9.94	< 0.005	< 0.005	—	9.98
Energy	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	1,215	1,215	0.11	0.01	—	1,221
Water	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8
Waste	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91
Total	6.89	3.49	27.6	0.06	0.09	5.48	5.57	0.09	1.39	1.48	61.4	6,788	6,849	6.50	0.29	7.89	7,105

2.6. Operations Emissions by Sector, Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	20.2	14.9	154	0.36	0.28	30.6	30.9	0.26	7.78	8.04	—	36,488	36,488	1.32	1.51	98.9	37,069
Area	22.0	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	122	122	0.01	< 0.005	—	122
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	42.4	18.1	201	0.38	0.52	30.6	31.1	0.50	7.78	8.28	371	44,026	44,397	39.2	1.68	104	45,983
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	17.8	17.4	132	0.33	0.28	30.6	30.9	0.26	7.78	8.04	—	33,362	33,362	1.52	1.64	2.57	33,892

Area	18.0	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	35.9	20.2	133	0.35	0.50	30.6	31.1	0.49	7.78	8.27	371	40,779	41,150	39.4	1.82	8.09	42,684
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	17.6	16.1	128	0.33	0.27	30.0	30.3	0.26	7.63	7.89	—	33,521	33,521	1.39	1.55	42.1	34,061
Area	20.0	0.21	22.5	< 0.005	0.01	—	0.01	0.01	—	0.01	0.00	60.1	60.1	< 0.005	< 0.005	—	60.3
Energy	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	7,340	7,340	0.68	0.05	—	7,372
Water	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Waste	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Total	37.8	19.1	152	0.35	0.51	30.0	30.5	0.49	7.63	8.12	371	40,998	41,369	39.3	1.73	47.6	42,913
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	3.22	2.94	23.3	0.06	0.05	5.48	5.53	0.05	1.39	1.44	—	5,550	5,550	0.23	0.26	6.97	5,639
Area	3.64	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	9.94	9.94	< 0.005	< 0.005	—	9.98
Energy	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	1,215	1,215	0.11	0.01	—	1,221
Water	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8
Waste	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91
Total	6.89	3.49	27.6	0.06	0.09	5.48	5.57	0.09	1.39	1.48	61.4	6,788	6,849	6.50	0.29	7.89	7,105

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	20.2	14.9	154	0.36	0.28	30.6	30.8	0.26	7.77	8.03	—	36,452	36,452	1.32	1.51	98.8	37,032
City Park	0.01	0.01	0.14	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	36.0	36.0	< 0.005	< 0.005	0.10	36.6
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	20.2	14.9	154	0.36	0.28	30.6	30.9	0.26	7.78	8.04	—	36,488	36,488	1.32	1.51	98.9	37,069
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	17.8	17.4	132	0.33	0.28	30.6	30.8	0.26	7.77	8.03	—	33,330	33,330	1.52	1.64	2.56	33,859
City Park	0.01	0.02	0.12	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	32.9	32.9	< 0.005	< 0.005	< 0.005	33.4
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	17.8	17.4	132	0.33	0.28	30.6	30.9	0.26	7.78	8.04	—	33,362	33,362	1.52	1.64	2.57	33,892
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	3.22	2.94	23.3	0.06	0.05	5.47	5.52	0.05	1.39	1.44	—	5,547	5,547	0.23	0.26	6.97	5,636
City Park	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.92	2.92	< 0.005	< 0.005	< 0.005	2.96
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	3.22	2.94	23.3	0.06	0.05	5.48	5.53	0.05	1.39	1.44	—	5,550	5,550	0.23	0.26	6.97	5,639

4.1.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	20.2	14.9	154	0.36	0.28	30.6	30.8	0.26	7.77	8.03	—	36,452	36,452	1.32	1.51	98.8	37,032
City Park	0.01	0.01	0.14	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	36.0	36.0	< 0.005	< 0.005	0.10	36.6
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	20.2	14.9	154	0.36	0.28	30.6	30.9	0.26	7.78	8.04	—	36,488	36,488	1.32	1.51	98.9	37,069
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	17.8	17.4	132	0.33	0.28	30.6	30.8	0.26	7.77	8.03	—	33,330	33,330	1.52	1.64	2.56	33,859
City Park	0.01	0.02	0.12	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	32.9	32.9	< 0.005	< 0.005	< 0.005	33.4
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	17.8	17.4	132	0.33	0.28	30.6	30.9	0.26	7.78	8.04	—	33,362	33,362	1.52	1.64	2.57	33,892
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	3.22	2.94	23.3	0.06	0.05	5.47	5.52	0.05	1.39	1.44	—	5,547	5,547	0.23	0.26	6.97	5,636
City Park	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.92	2.92	< 0.005	< 0.005	< 0.005	2.96
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Total	3.22	2.94	23.3	0.06	0.05	5.48	5.53	0.05	1.39	1.44	—	5,550	5,550	0.23	0.26	6.97	5,639

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	3,387	3,387	0.33	0.04	—	3,407
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	403	403	0.04	< 0.005	—	406
Total	—	—	—	—	—	—	—	—	—	—	—	3,790	3,790	0.37	0.04	—	3,813
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	3,387	3,387	0.33	0.04	—	3,407
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	403	403	0.04	< 0.005	—	406
Total	—	—	—	—	—	—	—	—	—	—	—	3,790	3,790	0.37	0.04	—	3,813
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	561	561	0.05	0.01	—	564
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	66.8	66.8	0.01	< 0.005	—	67.2

Total	—	—	—	—	—	—	—	—	—	—	—	628	628	0.06	0.01	—	631

4.2.2. Electricity Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	3,387	3,387	0.33	0.04	—	3,407
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	403	403	0.04	< 0.005	—	406
Total	—	—	—	—	—	—	—	—	—	—	—	3,790	3,790	0.37	0.04	—	3,813
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	3,387	3,387	0.33	0.04	—	3,407
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	403	403	0.04	< 0.005	—	406
Total	—	—	—	—	—	—	—	—	—	—	—	3,790	3,790	0.37	0.04	—	3,813
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	561	561	0.05	0.01	—	564
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	—	—	—	—	—	—	—	—	—	—	—	66.8	66.8	0.01	< 0.005	—	67.2

Total	—	—	—	—	—	—	—	—	—	—	—	628	628	0.06	0.01	—	631

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	588	588	0.05	< 0.005	—	589
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

Total	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	588	588	0.05	< 0.005	—	589

4.2.4. Natural Gas Emissions By Land Use - Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.16	2.80	1.19	0.02	0.23	—	0.23	0.23	—	0.23	—	3,549	3,549	0.31	0.01	—	3,559
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	588	588	0.05	< 0.005	—	589
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Parking Lot	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

Total	0.03	0.51	0.22	< 0.005	0.04	—	0.04	0.04	—	0.04	—	588	588	0.05	< 0.005	—	589

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	16.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.69	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	3.97	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	—	122	122	0.01	< 0.005	—	122
Total	22.0	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	122	122	0.01	< 0.005	—	122
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	16.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.69	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	18.0	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00

Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	2.98	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.36	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.94	9.94	< 0.005	< 0.005	—	9.98
Total	3.64	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	9.94	9.94	< 0.005	< 0.005	—	9.98

4.3.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	16.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.69	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	3.97	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	—	122	122	0.01	< 0.005	—	122
Total	22.0	0.43	45.6	< 0.005	0.02	—	0.02	0.02	—	0.02	0.00	122	122	0.01	< 0.005	—	122

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	16.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	1.69	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	18.0	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00
Consumer Products	2.98	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	0.31	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.36	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	9.94	9.94	< 0.005	< 0.005	—	9.98
Total	3.64	0.04	4.11	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.00	9.94	9.94	< 0.005	< 0.005	—	9.98

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Apartment Mid Rise	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8

4.4.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Apartments	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	50.6	77.2	128	5.19	0.12	—	295
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	8.37	12.8	21.1	0.86	0.02	—	48.8

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
City Park	—	—	—	—	—	—	—	—	—	—	0.07	0.00	0.07	0.01	0.00	—	0.24
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
City Park	—	—	—	—	—	—	—	—	—	—	0.07	0.00	0.07	0.01	0.00	—	0.24
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185
City Park	—	—	—	—	—	—	—	—	—	—	0.01	0.00	0.01	< 0.005	0.00	—	0.04
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185

4.5.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
City Park	—	—	—	—	—	—	—	—	—	—	0.07	0.00	0.07	0.01	0.00	—	0.24
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
City Park	—	—	—	—	—	—	—	—	—	—	0.07	0.00	0.07	0.01	0.00	—	0.24
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	320	0.00	320	32.0	0.00	—	1,120
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185
City Park	—	—	—	—	—	—	—	—	—	—	0.01	0.00	0.01	< 0.005	0.00	—	0.04
Parking Lot	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	53.0	0.00	53.0	5.30	0.00	—	185

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91

4.6.2. Mitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Apartments	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	5.52	5.52
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.91	0.91

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Apartments Mid Rise	2,307	2,307	2,307	842,237	20,045	20,045	20,045	7,316,287
Apartments Mid Rise	1,248	1,248	1,248	455,520	10,841	10,841	10,841	3,956,978
Apartments Mid Rise	1,393	1,257	1,047	483,218	12,097	10,919	9,095	4,197,585
City Park	1.17	2.94	3.29	630	15.2	38.3	42.8	8,204
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.9.2. Mitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Apartments Mid Rise	2,307	2,307	2,307	842,237	20,045	20,045	20,045	7,316,287
Apartments Mid Rise	1,248	1,248	1,248	455,520	10,841	10,841	10,841	3,956,978
Apartments Mid Rise	1,393	1,257	1,047	483,218	12,097	10,919	9,095	4,197,585
City Park	1.17	2.94	3.29	630	15.2	38.3	42.8	8,204
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	107
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	249
Wood Fireplaces	0
Gas Fireplaces	58
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	134
Wood Fireplaces	0
Gas Fireplaces	77

Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	179
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.1.2. Mitigated

Hearth Type	Unmitigated (number)
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	107
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	249
Wood Fireplaces	0
Gas Fireplaces	58
Propane Fireplaces	0

Electric Fireplaces	0
No Fireplaces	134
Wood Fireplaces	0
Gas Fireplaces	77
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	179
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
1561032	520,344	0.00	0.00	29,591

5.10.3. Landscape Equipment

Season	Unit	Value

Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.10.4. Landscape Equipment - Mitigated

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	1,603,823	341	0.0330	0.0040	4,896,335
Apartments Mid Rise	867,420	341	0.0330	0.0040	2,648,158
Apartments Mid Rise	1,156,560	341	0.0330	0.0040	3,530,878
City Park	0.00	341	0.0330	0.0040	0.00
Parking Lot	432,031	341	0.0330	0.0040	0.00

5.11.2. Mitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Apartments Mid Rise	1,603,823	341	0.0330	0.0040	4,896,335
Apartments Mid Rise	867,420	341	0.0330	0.0040	2,648,158
Apartments Mid Rise	1,156,560	341	0.0330	0.0040	3,530,878
City Park	0.00	341	0.0330	0.0040	0.00
Parking Lot	432,031	341	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	11,667,581	14.1
Apartments Mid Rise	6,310,354	14.1
Apartments Mid Rise	8,413,805	14.1
City Park	0.00	25.6
Parking Lot	0.00	11.5

5.12.2. Mitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Apartments Mid Rise	11,667,581	14.1
Apartments Mid Rise	6,310,354	14.1
Apartments Mid Rise	8,413,805	14.1
City Park	0.00	25.6
Parking Lot	0.00	11.5

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	263	—
Apartments Mid Rise	142	—
Apartments Mid Rise	189	—
City Park	0.13	—
Parking Lot	0.00	—

5.13.2. Mitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Apartments Mid Rise	263	—
Apartments Mid Rise	142	—
Apartments Mid Rise	189	—
City Park	0.13	—
Parking Lot	0.00	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0

City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

5.14.2. Mitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

8. User Changes to Default Data

Screen	Justification
Land Use	Included lot acreage from applicant. reduced lot acreage to account for minimum amount of parking required by code. No landscaping area estimated (put in 1 sf to eliminated zeros and allow model to run without errors). SVSP only parcels.

Construction: Construction Phases	no demo. adjusted arch coatings to start 2 weeks after start of building construction and last same # of days. no applicant questionnaire for construction.
Operations: Vehicle Data	using Roseville trip rates from F&P transportation impact analysis dated 7/25/23.
Operations: Consumer Products	reduced lb VOC/sf/day from 0.0000214 to 0.0000211 based on CARB consumer products regulation assumption that by 2023 reduction in VOC by 1.2% (260 tpd reduced by 3 tpd) https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2021/consumerproducts2021/isor.pdf

Appendix D

CalEEMod Air Quality and Greenhouse Gas Modeling Results
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COMP approved (baseline) Custom Report

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5.13.1. Unmitigated

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	COMP approved (baseline)
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.79005794450529, -121.3222527472185
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	428
EDFZ	15
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Single Family Housing	233	Dwelling Unit	42.6	454,350	2,729,096	—	608	—

Apartments Low Rise	319	Dwelling Unit	36.0	338,140	1.00	—	833	—
Apartments Mid Rise	396	Dwelling Unit	17.8	380,160	1.00	—	1,034	—
Research & Development	300	1000sqft	32.9	300,000	1.00	—	—	—
Strip Mall	240	1000sqft	29.7	240,000	1.00	—	—	—
City Park	11.1	Acre	11.1	0.00	1.00	1.00	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	302	83.3	1,091	2.34	38.9	151	189	38.3	38.3	76.5	5,013	203,294	208,307	110	8.49	505	214,087
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	283	94.5	895	2.18	38.8	151	189	38.2	38.3	76.5	5,013	187,655	192,668	111	9.13	30.2	198,182
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	150	78.3	658	1.64	10.1	135	145	9.87	34.3	44.2	1,811	172,582	174,393	99.9	7.92	207	179,457
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	27.3	14.3	120	0.30	1.84	24.6	26.5	1.80	6.27	8.07	300	28,573	28,873	16.5	1.31	34.3	29,711

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	88.9	70.8	741	1.76	1.35	151	152	1.27	38.3	39.6	—	179,011	179,011	6.09	7.20	487	181,796
Area	213	5.80	346	0.54	37.0	—	37.0	36.5	—	36.5	4,130	2,693	6,823	12.4	0.20	—	7,194
Energy	0.38	6.64	4.11	0.04	0.52	—	0.52	0.52	—	0.52	—	20,958	20,958	1.96	0.17	—	21,056
Water	—	—	—	—	—	—	—	—	—	—	376	632	1,009	38.7	0.92	—	2,251
Waste	—	—	—	—	—	—	—	—	—	—	507	0.00	507	50.6	0.00	—	1,772
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	17.6	17.6
Total	302	83.3	1,091	2.34	38.9	151	189	38.3	38.3	76.5	5,013	203,294	208,307	110	8.49	505	214,087
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	78.4	82.8	622	1.61	1.35	151	152	1.27	38.3	39.6	—	163,612	163,612	6.93	7.84	12.6	166,133
Area	204	5.10	269	0.53	36.9	—	36.9	36.4	—	36.4	4,130	2,453	6,583	12.4	0.20	—	6,953
Energy	0.38	6.64	4.11	0.04	0.52	—	0.52	0.52	—	0.52	—	20,958	20,958	1.96	0.17	—	21,056
Water	—	—	—	—	—	—	—	—	—	—	376	632	1,009	38.7	0.92	—	2,251
Waste	—	—	—	—	—	—	—	—	—	—	507	0.00	507	50.6	0.00	—	1,772
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	17.6	17.6
Total	283	94.5	895	2.18	38.8	151	189	38.2	38.3	76.5	5,013	187,655	192,668	111	9.13	30.2	198,182
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	70.9	70.1	556	1.48	1.22	135	136	1.14	34.3	35.5	—	150,323	150,323	5.82	6.78	190	152,680
Area	78.5	1.49	98.5	0.12	8.33	—	8.33	8.20	—	8.20	928	670	1,597	2.79	0.05	—	1,681
Energy	0.38	6.64	4.11	0.04	0.52	—	0.52	0.52	—	0.52	—	20,958	20,958	1.96	0.17	—	21,056
Water	—	—	—	—	—	—	—	—	—	—	376	632	1,009	38.7	0.92	—	2,251

Waste	—	—	—	—	—	—	—	—	—	—	507	0.00	507	50.6	0.00	—	1,772
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	17.6	17.6
Total	150	78.3	658	1.64	10.1	135	145	9.87	34.3	44.2	1,811	172,582	174,393	99.9	7.92	207	179,457
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	12.9	12.8	101	0.27	0.22	24.6	24.9	0.21	6.27	6.48	—	24,888	24,888	0.96	1.12	31.4	25,278
Area	14.3	0.27	18.0	0.02	1.52	—	1.52	1.50	—	1.50	154	111	264	0.46	0.01	—	278
Energy	0.07	1.21	0.75	0.01	0.10	—	0.10	0.10	—	0.10	—	3,470	3,470	0.32	0.03	—	3,486
Water	—	—	—	—	—	—	—	—	—	—	62.3	105	167	6.40	0.15	—	373
Waste	—	—	—	—	—	—	—	—	—	—	83.9	0.00	83.9	8.38	0.00	—	293
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.91	2.91
Total	27.3	14.3	120	0.30	1.84	24.6	26.5	1.80	6.27	8.07	300	28,573	28,873	16.5	1.31	34.3	29,711

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	9.92	8.81	93.3	0.23	0.17	19.5	19.7	0.16	4.96	5.12	—	23,101	23,101	0.73	0.90	63.1	23,450
Apartments Low Rise	11.6	10.3	109	0.27	0.20	22.8	23.0	0.19	5.79	5.98	—	26,986	26,986	0.86	1.05	73.7	27,394

Apartments Mid Rise	9.61	8.54	90.5	0.22	0.17	18.9	19.1	0.16	4.81	4.96	—	22,388	22,388	0.71	0.87	61.1	22,727
Research & Development	13.9	10.4	108	0.25	0.19	21.5	21.7	0.18	5.47	5.65	—	25,634	25,634	0.91	1.05	69.6	26,040
Strip Mall	43.8	32.7	339	0.79	0.61	67.7	68.3	0.58	17.2	17.8	—	80,717	80,717	2.88	3.32	219	81,996
City Park	0.10	0.07	0.78	< 0.005	< 0.005	0.16	0.16	< 0.005	0.04	0.04	—	185	185	0.01	0.01	0.50	188
Total	88.9	70.8	741	1.76	1.35	151	152	1.27	38.3	39.6	—	179,011	179,011	6.09	7.20	487	181,796
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	8.82	10.3	76.7	0.21	0.17	19.5	19.7	0.16	4.96	5.12	—	21,104	21,104	0.82	0.98	1.64	21,418
Apartments Low Rise	10.3	12.0	89.6	0.24	0.20	22.8	23.0	0.19	5.79	5.98	—	24,653	24,653	0.96	1.14	1.91	25,020
Apartments Mid Rise	8.55	10.00	74.4	0.20	0.17	18.9	19.1	0.16	4.81	4.96	—	20,453	20,453	0.79	0.95	1.59	20,757
Research & Development	12.2	12.1	91.7	0.23	0.19	21.5	21.7	0.18	5.47	5.65	—	23,436	23,436	1.05	1.15	1.80	23,806
Strip Mall	38.5	38.2	289	0.72	0.61	67.7	68.3	0.58	17.2	17.8	—	73,797	73,797	3.31	3.61	5.68	74,961
City Park	0.09	0.09	0.66	< 0.005	< 0.005	0.16	0.16	< 0.005	0.04	0.04	—	169	169	0.01	0.01	0.01	172
Total	78.4	82.8	622	1.61	1.35	151	152	1.27	38.3	39.6	—	163,612	163,612	6.93	7.84	12.6	166,133
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	1.58	1.73	13.7	0.04	0.03	3.46	3.49	0.03	0.88	0.91	—	3,483	3,483	0.12	0.15	4.41	3,536
Apartments Low Rise	1.69	1.85	14.7	0.04	0.03	3.71	3.74	0.03	0.94	0.97	—	3,726	3,726	0.13	0.16	4.72	3,783

Apartment Mid Rise	1.49	1.63	12.9	0.04	0.03	3.26	3.29	0.03	0.83	0.86	—	3,282	3,282	0.12	0.14	4.15	3,332
Research & Development	1.69	1.57	12.4	0.03	0.03	2.94	2.97	0.03	0.75	0.77	—	2,976	2,976	0.12	0.14	3.74	3,024
Strip Mall	6.47	6.00	47.6	0.12	0.10	11.3	11.4	0.10	2.86	2.96	—	11,404	11,404	0.47	0.53	14.3	11,587
City Park	0.01	0.01	0.06	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	15.0	15.0	< 0.005	< 0.005	0.02	15.2
Total	12.9	12.8	101	0.27	0.22	24.6	24.9	0.21	6.27	6.48	—	24,888	24,888	0.96	1.12	31.4	25,278

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	1,909	1,909	0.18	0.02	—	1,920
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	1,357	1,357	0.13	0.02	—	1,365
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	1,782	1,782	0.17	0.02	—	1,793
Research & Development	—	—	—	—	—	—	—	—	—	—	—	5,710	5,710	0.55	0.07	—	5,743
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	2,005	2,005	0.19	0.02	—	2,017
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	12,763	12,763	1.24	0.15	—	12,838

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	1,909	1,909	0.18	0.02	—	1,920
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	1,357	1,357	0.13	0.02	—	1,365
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	1,782	1,782	0.17	0.02	—	1,793
Research & Development	—	—	—	—	—	—	—	—	—	—	—	5,710	5,710	0.55	0.07	—	5,743
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	2,005	2,005	0.19	0.02	—	2,017
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	12,763	12,763	1.24	0.15	—	12,838
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	316	316	0.03	< 0.005	—	318
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	225	225	0.02	< 0.005	—	226
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	295	295	0.03	< 0.005	—	297
Research & Development	—	—	—	—	—	—	—	—	—	—	—	945	945	0.09	0.01	—	951
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	332	332	0.03	< 0.005	—	334
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	2,113	2,113	0.20	0.02	—	2,125

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,262	1,262	0.11	< 0.005	—	1,266
Apartments Low Rise	0.07	1.27	0.54	0.01	0.10	—	0.10	0.10	—	0.10	—	1,609	1,609	0.14	< 0.005	—	1,613
Apartments Mid Rise	0.08	1.29	0.55	0.01	0.10	—	0.10	0.10	—	0.10	—	1,634	1,634	0.14	< 0.005	—	1,638
Research & Development	0.14	2.55	2.14	0.02	0.19	—	0.19	0.19	—	0.19	—	3,046	3,046	0.27	0.01	—	3,054
Strip Mall	0.03	0.54	0.45	< 0.005	0.04	—	0.04	0.04	—	0.04	—	645	645	0.06	< 0.005	—	646
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.38	6.64	4.11	0.04	0.52	—	0.52	0.52	—	0.52	—	8,195	8,195	0.73	0.02	—	8,218
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,262	1,262	0.11	< 0.005	—	1,266
Apartments Low Rise	0.07	1.27	0.54	0.01	0.10	—	0.10	0.10	—	0.10	—	1,609	1,609	0.14	< 0.005	—	1,613
Apartments Mid Rise	0.08	1.29	0.55	0.01	0.10	—	0.10	0.10	—	0.10	—	1,634	1,634	0.14	< 0.005	—	1,638

Research & Development	0.14	2.55	2.14	0.02	0.19	—	0.19	0.19	—	0.19	—	3,046	3,046	0.27	0.01	—	3,054
Strip Mall	0.03	0.54	0.45	< 0.005	0.04	—	0.04	0.04	—	0.04	—	645	645	0.06	< 0.005	—	646
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.38	6.64	4.11	0.04	0.52	—	0.52	0.52	—	0.52	—	8,195	8,195	0.73	0.02	—	8,218
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.01	0.18	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	209	209	0.02	< 0.005	—	210
Apartments Low Rise	0.01	0.23	0.10	< 0.005	0.02	—	0.02	0.02	—	0.02	—	266	266	0.02	< 0.005	—	267
Apartments Mid Rise	0.01	0.23	0.10	< 0.005	0.02	—	0.02	0.02	—	0.02	—	270	270	0.02	< 0.005	—	271
Research & Development	0.03	0.47	0.39	< 0.005	0.04	—	0.04	0.04	—	0.04	—	504	504	0.04	< 0.005	—	506
Strip Mall	0.01	0.10	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	107	107	0.01	< 0.005	—	107
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.07	1.21	0.75	0.01	0.10	—	0.10	0.10	—	0.10	—	1,357	1,357	0.12	< 0.005	—	1,361

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	168	5.10	269	0.53	36.9	—	36.9	36.4	—	36.4	4,130	2,453	6,583	12.4	0.20	—	6,953

Consumer Products	36.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	8.55	0.71	77.4	< 0.005	0.07	—	0.07	0.05	—	0.05	—	240	240	0.01	< 0.005	—	241
Total	213	5.80	346	0.54	37.0	—	37.0	36.5	—	36.5	4,130	2,693	6,823	12.4	0.20	—	7,194
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	168	5.10	269	0.53	36.9	—	36.9	36.4	—	36.4	4,130	2,453	6,583	12.4	0.20	—	6,953
Consumer Products	36.7	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	204	5.10	269	0.53	36.9	—	36.9	36.4	—	36.4	4,130	2,453	6,583	12.4	0.20	—	6,953
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	6.87	0.21	11.0	0.02	1.51	—	1.51	1.49	—	1.49	154	91.2	245	0.46	0.01	—	259
Consumer Products	6.69	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.77	0.06	6.96	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	19.6	19.6	< 0.005	< 0.005	—	19.7
Total	14.3	0.27	18.0	0.02	1.52	—	1.52	1.50	—	1.50	154	111	264	0.46	0.01	—	278

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	14.7	80.2	94.8	1.51	0.04	—	144
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	20.1	30.7	50.7	2.06	0.05	—	117
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	24.9	38.1	63.0	2.56	0.06	—	145
Research & Development	—	—	—	—	—	—	—	—	—	—	283	431	714	29.0	0.69	—	1,646
Strip Mall	—	—	—	—	—	—	—	—	—	—	34.1	52.0	86.0	3.50	0.08	—	198
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	376	632	1,009	38.7	0.92	—	2,251
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	14.7	80.2	94.8	1.51	0.04	—	144
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	20.1	30.7	50.7	2.06	0.05	—	117
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	24.9	38.1	63.0	2.56	0.06	—	145
Research & Development	—	—	—	—	—	—	—	—	—	—	283	431	714	29.0	0.69	—	1,646
Strip Mall	—	—	—	—	—	—	—	—	—	—	34.1	52.0	86.0	3.50	0.08	—	198
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005

Total	—	—	—	—	—	—	—	—	—	—	376	632	1,009	38.7	0.92	—	2,251
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	2.43	13.3	15.7	0.25	0.01	—	23.8
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	3.33	5.08	8.40	0.34	0.01	—	19.4
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	4.13	6.30	10.4	0.42	0.01	—	24.0
Research & Development	—	—	—	—	—	—	—	—	—	—	46.8	71.4	118	4.81	0.11	—	273
Strip Mall	—	—	—	—	—	—	—	—	—	—	5.64	8.61	14.2	0.58	0.01	—	32.8
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	62.3	105	167	6.40	0.15	—	373

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	72.9	0.00	72.9	7.28	0.00	—	255
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	127	0.00	127	12.7	0.00	—	445

Apartments	—	—	—	—	—	—	—	—	—	—	158	0.00	158	15.8	0.00	—	552
Research & Development	—	—	—	—	—	—	—	—	—	—	12.3	0.00	12.3	1.23	0.00	—	43.0
Strip Mall	—	—	—	—	—	—	—	—	—	—	136	0.00	136	13.6	0.00	—	475
City Park	—	—	—	—	—	—	—	—	—	—	0.52	0.00	0.52	0.05	0.00	—	1.80
Total	—	—	—	—	—	—	—	—	—	—	507	0.00	507	50.6	0.00	—	1,772
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	72.9	0.00	72.9	7.28	0.00	—	255
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	127	0.00	127	12.7	0.00	—	445
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	158	0.00	158	15.8	0.00	—	552
Research & Development	—	—	—	—	—	—	—	—	—	—	12.3	0.00	12.3	1.23	0.00	—	43.0
Strip Mall	—	—	—	—	—	—	—	—	—	—	136	0.00	136	13.6	0.00	—	475
City Park	—	—	—	—	—	—	—	—	—	—	0.52	0.00	0.52	0.05	0.00	—	1.80
Total	—	—	—	—	—	—	—	—	—	—	507	0.00	507	50.6	0.00	—	1,772
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	12.1	0.00	12.1	1.21	0.00	—	42.2
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	21.1	0.00	21.1	2.10	0.00	—	73.7

Apartments	—	—	—	—	—	—	—	—	—	—	26.1	0.00	26.1	2.61	0.00	—	91.5
Research & Development	—	—	—	—	—	—	—	—	—	—	2.03	0.00	2.03	0.20	0.00	—	7.12
Strip Mall	—	—	—	—	—	—	—	—	—	—	22.5	0.00	22.5	2.25	0.00	—	78.7
City Park	—	—	—	—	—	—	—	—	—	—	0.09	0.00	0.09	0.01	0.00	—	0.30
Total	—	—	—	—	—	—	—	—	—	—	83.9	0.00	83.9	8.38	0.00	—	293

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.25	3.25
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.42	2.42
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.72	2.72
Research & Development	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.67	7.67
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.49	1.49
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	17.6	17.6

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.25	3.25
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.42	2.42
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.72	2.72
Research & Development	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.67	7.67
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.49	1.49
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	17.6	17.6
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.54	0.54
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.40	0.40
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.45	0.45
Research & Development	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.27	1.27
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.25	0.25
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.91	2.91

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Single Family Housing	2,200	2,223	1,992	793,227	27,141	27,429	24,582	9,788,051
Apartments Low Rise	2,335	2,597	2,003	848,645	28,814	32,042	24,720	10,471,884
Apartments Mid Rise	2,154	1,944	1,620	747,478	26,582	23,993	19,986	9,223,536
Research & Development	3,378	570	333	927,778	30,248	5,104	2,982	8,307,725
Strip Mall	10,637	10,090	4,903	3,554,933	95,247	90,347	43,905	31,832,412
City Park	8.67	21.8	24.4	4,668	77.7	195	218	41,796

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Single Family Housing	—
Wood Fireplaces	35
Gas Fireplaces	117
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	82

Conventional Wood Stoves	12
Catalytic Wood Stoves	12
Non-Catalytic Wood Stoves	12
Pellet Wood Stoves	0
Apartments Low Rise	—
Wood Fireplaces	0
Gas Fireplaces	96
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	223
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	119
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	277
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
—	—	—	—	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Single Family Housing	2,044,433	341	0.0330	0.0040	3,937,935
Apartments Low Rise	1,453,151	341	0.0330	0.0040	5,019,686
Apartments Mid Rise	1,909,154	341	0.0330	0.0040	5,097,561
Research & Development	6,115,796	341	0.0330	0.0040	9,504,400
Strip Mall	2,147,764	341	0.0330	0.0040	2,011,518
City Park	0.00	341	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Single Family Housing	7,657,877	38,376,406
Apartments Low Rise	10,484,390	14.1

Apartments Mid Rise	13,015,104	14.1
Research & Development	147,508,184	11.5
Strip Mall	17,777,405	11.5
City Park	0.00	25.6

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Single Family Housing	135	—
Apartments Low Rise	236	—
Apartments Mid Rise	293	—
Research & Development	22.8	—
Strip Mall	252	—
City Park	0.96	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Single Family Housing	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Single Family Housing	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Low Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0

Apartments Low Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Research & Development	Household refrigerators and/or freezers	R-134a	1,430	0.45	0.60	0.00	1.00
Research & Development	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Strip Mall	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Strip Mall	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00
Strip Mall	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

8. User Changes to Default Data

Screen	Justification
Land Use	Acres, SF and du from Table 5-1 CO Master Plan (last amended May 2020)

COMP with amendments Custom Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	COMP with amendments
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.79005794450529, -121.3222527472185
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	428
EDFZ	15
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Single Family Housing	233	Dwelling Unit	42.6	454,350	2,729,096	—	608	—

Apartments Low Rise	319	Dwelling Unit	36.0	338,140	1.00	—	833	—
Apartments Mid Rise	681	Dwelling Unit	35.5	653,760	1.00	—	1,777	—
Research & Development	150	1000sqft	15.2	150,000	1.00	—	—	—
Strip Mall	240	1000sqft	29.7	240,000	1.00	—	—	—
City Park	11.1	Acre	11.1	0.00	1.00	1.00	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	305	84.4	1,116	2.38	38.9	154	193	38.3	39.3	77.5	4,997	205,698	210,695	108	8.32	515	216,382
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	286	95.8	905	2.22	38.8	154	193	38.2	39.3	77.5	4,997	189,644	194,641	109	8.96	28.6	200,054
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	158	84.0	710	1.77	10.2	148	158	9.95	37.5	47.5	1,795	184,236	186,031	98.2	8.18	223	191,147
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	28.7	15.3	130	0.32	1.85	26.9	28.8	1.82	6.85	8.66	297	30,502	30,800	16.3	1.35	36.9	31,647

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	89.2	72.2	757	1.80	1.38	154	156	1.30	39.3	40.6	—	183,506	183,506	6.18	7.35	499	186,350
Area	216	5.90	356	0.54	37.0	—	37.0	36.5	—	36.5	4,130	2,710	6,840	12.4	0.20	—	7,211
Energy	0.36	6.29	3.43	0.04	0.50	—	0.50	0.50	—	0.50	—	19,038	19,038	1.78	0.15	—	19,126
Water	—	—	—	—	—	—	—	—	—	—	253	444	697	26.0	0.62	—	1,532
Waste	—	—	—	—	—	—	—	—	—	—	614	0.00	614	61.4	0.00	—	2,148
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	15.7	15.7
Total	305	84.4	1,116	2.38	38.9	154	193	38.3	39.3	77.5	4,997	205,698	210,695	108	8.32	515	216,382
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	78.9	84.4	633	1.65	1.38	154	156	1.30	39.3	40.6	—	167,709	167,709	7.02	7.99	13.0	170,279
Area	207	5.10	269	0.53	36.9	—	36.9	36.4	—	36.4	4,130	2,453	6,583	12.4	0.20	—	6,953
Energy	0.36	6.29	3.43	0.04	0.50	—	0.50	0.50	—	0.50	—	19,038	19,038	1.78	0.15	—	19,126
Water	—	—	—	—	—	—	—	—	—	—	253	444	697	26.0	0.62	—	1,532
Waste	—	—	—	—	—	—	—	—	—	—	614	0.00	614	61.4	0.00	—	2,148
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	15.7	15.7
Total	286	95.8	905	2.22	38.8	154	193	38.2	39.3	77.5	4,997	189,644	194,641	109	8.96	28.6	200,054
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	75.9	76.2	603	1.61	1.33	148	149	1.25	37.5	38.8	—	164,076	164,076	6.28	7.37	207	166,637
Area	81.3	1.54	103	0.12	8.33	—	8.33	8.20	—	8.20	928	678	1,606	2.79	0.05	—	1,689
Energy	0.36	6.29	3.43	0.04	0.50	—	0.50	0.50	—	0.50	—	19,038	19,038	1.78	0.15	—	19,126
Water	—	—	—	—	—	—	—	—	—	—	253	444	697	26.0	0.62	—	1,532

Waste	—	—	—	—	—	—	—	—	—	—	614	0.00	614	61.4	0.00	—	2,148
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	15.7	15.7
Total	158	84.0	710	1.77	10.2	148	158	9.95	37.5	47.5	1,795	184,236	186,031	98.2	8.18	223	191,147
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	13.8	13.9	110	0.29	0.24	26.9	27.2	0.23	6.85	7.07	—	27,165	27,165	1.04	1.22	34.3	27,589
Area	14.8	0.28	18.8	0.02	1.52	—	1.52	1.50	—	1.50	154	112	266	0.46	0.01	—	280
Energy	0.07	1.15	0.63	0.01	0.09	—	0.09	0.09	—	0.09	—	3,152	3,152	0.29	0.02	—	3,167
Water	—	—	—	—	—	—	—	—	—	—	41.9	73.5	115	4.30	0.10	—	254
Waste	—	—	—	—	—	—	—	—	—	—	102	0.00	102	10.2	0.00	—	356
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.60	2.60
Total	28.7	15.3	130	0.32	1.85	26.9	28.8	1.82	6.85	8.66	297	30,502	30,800	16.3	1.35	36.9	31,647

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	9.92	8.81	93.3	0.23	0.17	19.5	19.7	0.16	4.96	5.12	—	23,101	23,101	0.73	0.90	63.1	23,450
Apartments Low Rise	9.25	8.22	87.1	0.21	0.16	18.2	18.4	0.15	4.63	4.78	—	21,549	21,549	0.68	0.84	58.8	21,875

Apartments Mid Rise	19.7	17.6	186	0.45	0.34	38.8	39.2	0.32	9.88	10.2	—	46,003	46,003	1.46	1.79	126	46,699
Research & Development	6.48	4.84	50.2	0.12	0.09	10.0	10.1	0.09	2.55	2.64	—	11,952	11,952	0.43	0.49	32.4	12,141
Strip Mall	43.8	32.7	339	0.79	0.61	67.7	68.3	0.58	17.2	17.8	—	80,717	80,717	2.88	3.32	219	81,996
City Park	0.10	0.07	0.78	< 0.005	< 0.005	0.16	0.16	< 0.005	0.04	0.04	—	185	185	0.01	0.01	0.50	188
Total	89.2	72.2	757	1.80	1.38	154	156	1.30	39.3	40.6	—	183,506	183,506	6.18	7.35	499	186,350
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	8.82	10.3	76.7	0.21	0.17	19.5	19.7	0.16	4.96	5.12	—	21,104	21,104	0.82	0.98	1.64	21,418
Apartments Low Rise	8.23	9.62	71.6	0.19	0.16	18.2	18.4	0.15	4.63	4.78	—	19,686	19,686	0.76	0.91	1.53	19,979
Apartments Mid Rise	17.6	20.5	153	0.41	0.34	38.8	39.2	0.32	9.88	10.2	—	42,026	42,026	1.63	1.95	3.26	42,651
Research & Development	5.69	5.66	42.8	0.11	0.09	10.0	10.1	0.09	2.55	2.64	—	10,927	10,927	0.49	0.53	0.84	11,100
Strip Mall	38.5	38.2	289	0.72	0.61	67.7	68.3	0.58	17.2	17.8	—	73,797	73,797	3.31	3.61	5.68	74,961
City Park	0.09	0.09	0.66	< 0.005	< 0.005	0.16	0.16	< 0.005	0.04	0.04	—	169	169	0.01	0.01	0.01	172
Total	78.9	84.4	633	1.65	1.38	154	156	1.30	39.3	40.6	—	167,709	167,709	7.02	7.99	13.0	170,279
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	1.58	1.73	13.7	0.04	0.03	3.46	3.49	0.03	0.88	0.91	—	3,483	3,483	0.12	0.15	4.41	3,536
Apartments Low Rise	1.51	1.65	13.1	0.04	0.03	3.30	3.33	0.03	0.84	0.87	—	3,323	3,323	0.12	0.15	4.21	3,374

Apartment Mid Rise	3.22	3.53	27.9	0.08	0.06	7.05	7.12	0.06	1.79	1.85	—	7,095	7,095	0.25	0.31	8.98	7,203
Research & Development	1.05	0.97	7.70	0.02	0.02	1.82	1.84	0.02	0.46	0.48	—	1,844	1,844	0.08	0.09	2.32	1,874
Strip Mall	6.47	6.00	47.6	0.12	0.10	11.3	11.4	0.10	2.86	2.96	—	11,404	11,404	0.47	0.53	14.3	11,587
City Park	0.01	0.01	0.06	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	15.0	15.0	< 0.005	< 0.005	0.02	15.2
Total	13.8	13.9	110	0.29	0.24	26.9	27.2	0.23	6.85	7.07	—	27,165	27,165	1.04	1.22	34.3	27,589

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	1,909	1,909	0.18	0.02	—	1,920
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	1,357	1,357	0.13	0.02	—	1,365
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	3,065	3,065	0.30	0.04	—	3,083
Research & Development	—	—	—	—	—	—	—	—	—	—	—	2,855	2,855	0.28	0.03	—	2,872
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	2,005	2,005	0.19	0.02	—	2,017
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	11,190	11,190	1.08	0.13	—	11,257

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	1,909	1,909	0.18	0.02	—	1,920
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	1,357	1,357	0.13	0.02	—	1,365
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	3,065	3,065	0.30	0.04	—	3,083
Research & Development	—	—	—	—	—	—	—	—	—	—	—	2,855	2,855	0.28	0.03	—	2,872
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	2,005	2,005	0.19	0.02	—	2,017
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	11,190	11,190	1.08	0.13	—	11,257
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	316	316	0.03	< 0.005	—	318
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	225	225	0.02	< 0.005	—	226
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	507	507	0.05	0.01	—	510
Research & Development	—	—	—	—	—	—	—	—	—	—	—	473	473	0.05	0.01	—	475
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	332	332	0.03	< 0.005	—	334
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	1,853	1,853	0.18	0.02	—	1,864

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,262	1,262	0.11	< 0.005	—	1,266
Apartments Low Rise	0.07	1.27	0.54	0.01	0.10	—	0.10	0.10	—	0.10	—	1,609	1,609	0.14	< 0.005	—	1,613
Apartments Mid Rise	0.13	2.21	0.94	0.01	0.18	—	0.18	0.18	—	0.18	—	2,809	2,809	0.25	0.01	—	2,817
Research & Development	0.07	1.28	1.07	0.01	0.10	—	0.10	0.10	—	0.10	—	1,523	1,523	0.13	< 0.005	—	1,527
Strip Mall	0.03	0.54	0.45	< 0.005	0.04	—	0.04	0.04	—	0.04	—	645	645	0.06	< 0.005	—	646
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.36	6.29	3.43	0.04	0.50	—	0.50	0.50	—	0.50	—	7,848	7,848	0.69	0.01	—	7,870
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.06	0.99	0.42	0.01	0.08	—	0.08	0.08	—	0.08	—	1,262	1,262	0.11	< 0.005	—	1,266
Apartments Low Rise	0.07	1.27	0.54	0.01	0.10	—	0.10	0.10	—	0.10	—	1,609	1,609	0.14	< 0.005	—	1,613
Apartments Mid Rise	0.13	2.21	0.94	0.01	0.18	—	0.18	0.18	—	0.18	—	2,809	2,809	0.25	0.01	—	2,817

Research & Development	0.07	1.28	1.07	0.01	0.10	—	0.10	0.10	—	0.10	—	1,523	1,523	0.13	< 0.005	—	1,527
Strip Mall	0.03	0.54	0.45	< 0.005	0.04	—	0.04	0.04	—	0.04	—	645	645	0.06	< 0.005	—	646
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.36	6.29	3.43	0.04	0.50	—	0.50	0.50	—	0.50	—	7,848	7,848	0.69	0.01	—	7,870
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.01	0.18	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	209	209	0.02	< 0.005	—	210
Apartments Low Rise	0.01	0.23	0.10	< 0.005	0.02	—	0.02	0.02	—	0.02	—	266	266	0.02	< 0.005	—	267
Apartments Mid Rise	0.02	0.40	0.17	< 0.005	0.03	—	0.03	0.03	—	0.03	—	465	465	0.04	< 0.005	—	466
Research & Development	0.01	0.23	0.20	< 0.005	0.02	—	0.02	0.02	—	0.02	—	252	252	0.02	< 0.005	—	253
Strip Mall	0.01	0.10	0.08	< 0.005	0.01	—	0.01	0.01	—	0.01	—	107	107	0.01	< 0.005	—	107
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Total	0.07	1.15	0.63	0.01	0.09	—	0.09	0.09	—	0.09	—	1,299	1,299	0.11	< 0.005	—	1,303

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	168	5.10	269	0.53	36.9	—	36.9	36.4	—	36.4	4,130	2,453	6,583	12.4	0.20	—	6,953

Consumer Products	39.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	8.88	0.81	87.0	< 0.005	0.06	—	0.06	0.05	—	0.05	—	257	257	0.01	< 0.005	—	258
Total	216	5.90	356	0.54	37.0	—	37.0	36.5	—	36.5	4,130	2,710	6,840	12.4	0.20	—	7,211
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	168	5.10	269	0.53	36.9	—	36.9	36.4	—	36.4	4,130	2,453	6,583	12.4	0.20	—	6,953
Consumer Products	39.3	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	207	5.10	269	0.53	36.9	—	36.9	36.4	—	36.4	4,130	2,453	6,583	12.4	0.20	—	6,953
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	6.87	0.21	11.0	0.02	1.51	—	1.51	1.49	—	1.49	154	91.2	245	0.46	0.01	—	259
Consumer Products	7.17	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	0.80	0.07	7.83	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	21.0	21.0	< 0.005	< 0.005	—	21.0
Total	14.8	0.28	18.8	0.02	1.52	—	1.52	1.50	—	1.50	154	112	266	0.46	0.01	—	280

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	14.7	80.2	94.8	1.51	0.04	—	144
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	20.1	30.7	50.7	2.06	0.05	—	117
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	42.9	65.4	108	4.40	0.11	—	250
Research & Development	—	—	—	—	—	—	—	—	—	—	141	216	357	14.5	0.35	—	823
Strip Mall	—	—	—	—	—	—	—	—	—	—	34.1	52.0	86.0	3.50	0.08	—	198
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	253	444	697	26.0	0.62	—	1,532
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	14.7	80.2	94.8	1.51	0.04	—	144
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	20.1	30.7	50.7	2.06	0.05	—	117
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	42.9	65.4	108	4.40	0.11	—	250
Research & Development	—	—	—	—	—	—	—	—	—	—	141	216	357	14.5	0.35	—	823
Strip Mall	—	—	—	—	—	—	—	—	—	—	34.1	52.0	86.0	3.50	0.08	—	198
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005

Total	—	—	—	—	—	—	—	—	—	—	253	444	697	26.0	0.62	—	1,532
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	2.43	13.3	15.7	0.25	0.01	—	23.8
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	3.33	5.08	8.40	0.34	0.01	—	19.4
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	7.10	10.8	17.9	0.73	0.02	—	41.4
Research & Development	—	—	—	—	—	—	—	—	—	—	23.4	35.7	59.1	2.40	0.06	—	136
Strip Mall	—	—	—	—	—	—	—	—	—	—	5.64	8.61	14.2	0.58	0.01	—	32.8
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Total	—	—	—	—	—	—	—	—	—	—	41.9	73.5	115	4.30	0.10	—	254

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	72.9	0.00	72.9	7.28	0.00	—	255
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	127	0.00	127	12.7	0.00	—	445

Apartments	—	—	—	—	—	—	—	—	—	—	271	0.00	271	27.1	0.00	—	949
Research & Development	—	—	—	—	—	—	—	—	—	—	6.14	0.00	6.14	0.61	0.00	—	21.5
Strip Mall	—	—	—	—	—	—	—	—	—	—	136	0.00	136	13.6	0.00	—	475
City Park	—	—	—	—	—	—	—	—	—	—	0.52	0.00	0.52	0.05	0.00	—	1.80
Total	—	—	—	—	—	—	—	—	—	—	614	0.00	614	61.4	0.00	—	2,148
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	72.9	0.00	72.9	7.28	0.00	—	255
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	127	0.00	127	12.7	0.00	—	445
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	271	0.00	271	27.1	0.00	—	949
Research & Development	—	—	—	—	—	—	—	—	—	—	6.14	0.00	6.14	0.61	0.00	—	21.5
Strip Mall	—	—	—	—	—	—	—	—	—	—	136	0.00	136	13.6	0.00	—	475
City Park	—	—	—	—	—	—	—	—	—	—	0.52	0.00	0.52	0.05	0.00	—	1.80
Total	—	—	—	—	—	—	—	—	—	—	614	0.00	614	61.4	0.00	—	2,148
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	12.1	0.00	12.1	1.21	0.00	—	42.2
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	21.1	0.00	21.1	2.10	0.00	—	73.7

Apartments	—	—	—	—	—	—	—	—	—	—	44.9	0.00	44.9	4.49	0.00	—	157
Research & Development	—	—	—	—	—	—	—	—	—	—	1.02	0.00	1.02	0.10	0.00	—	3.56
Strip Mall	—	—	—	—	—	—	—	—	—	—	22.5	0.00	22.5	2.25	0.00	—	78.7
City Park	—	—	—	—	—	—	—	—	—	—	0.09	0.00	0.09	0.01	0.00	—	0.30
Total	—	—	—	—	—	—	—	—	—	—	102	0.00	102	10.2	0.00	—	356

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.25	3.25
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.42	2.42
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.68	4.68
Research & Development	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.83	3.83
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.49	1.49
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	15.7	15.7

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.25	3.25
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.42	2.42
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	4.68	4.68
Research & Development	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.83	3.83
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.49	1.49
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	15.7	15.7
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.54	0.54
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.40	0.40
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.78	0.78
Research & Development	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.63	0.63
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.25	0.25
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.60	2.60

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Single Family Housing	2,200	2,223	1,992	793,227	27,141	27,429	24,582	9,788,051
Apartments Low Rise	2,074	2,074	2,074	756,828	25,586	25,586	25,586	9,338,900
Apartments Mid Rise	4,427	4,427	4,427	1,615,673	54,621	54,621	54,621	19,936,650
Research & Development	1,575	1,575	1,575	574,875	14,103	14,103	14,103	5,147,680
Strip Mall	10,637	10,090	4,903	3,554,933	95,247	90,347	43,905	31,832,412
City Park	8.67	21.8	24.4	4,668	77.7	195	218	41,796

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Single Family Housing	—
Wood Fireplaces	35
Gas Fireplaces	117
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	82

Conventional Wood Stoves	12
Catalytic Wood Stoves	12
Non-Catalytic Wood Stoves	12
Pellet Wood Stoves	0
Apartments Low Rise	—
Wood Fireplaces	0
Gas Fireplaces	96
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	223
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	204
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	477
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
—	—	—	—	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Single Family Housing	2,044,433	341	0.0330	0.0040	3,937,935
Apartments Low Rise	1,453,151	341	0.0330	0.0040	5,019,686
Apartments Mid Rise	3,283,166	341	0.0330	0.0040	8,766,259
Research & Development	3,057,898	341	0.0330	0.0040	4,752,200
Strip Mall	2,147,764	341	0.0330	0.0040	2,011,518
City Park	0.00	341	0.0330	0.0040	0.00

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Single Family Housing	7,657,877	38,376,406
Apartments Low Rise	10,484,390	14.1

Apartments Mid Rise	22,382,035	14.1
Research & Development	73,754,092	11.5
Strip Mall	17,777,405	11.5
City Park	0.00	25.6

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Single Family Housing	135	—
Apartments Low Rise	236	—
Apartments Mid Rise	503	—
Research & Development	11.4	—
Strip Mall	252	—
City Park	0.96	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Single Family Housing	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Single Family Housing	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Low Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0

Apartments Low Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Research & Development	Household refrigerators and/or freezers	R-134a	1,430	0.45	0.60	0.00	1.00
Research & Development	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Strip Mall	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Strip Mall	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00
Strip Mall	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00

8. User Changes to Default Data

Screen	Justification
Land Use	Acres, SF and du from Table 5-1 CO Master Plan (last amended May 2020). Amendments reduce R&D by 150 ksf and include 285 medium density residences. Reduced R&D by 17.65 acres. Increased HDR du by 17.65 acres.
Operations: Vehicle Data	Using F&P transportation analysis for trip generation rates on MFdu and R&D uses.

SVSP approved (baseline) Custom Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	SVSP approved (baseline)
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.764551917638784, -121.37971553454238
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	432
EDFZ	4
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Single Family Housing	3,212	Dwelling Unit	596	6,263,400	37,621,697	—	8,383	—

Retirement Community	493	Dwelling Unit	94.3	522,580	1.00	—	1,287	—
Apartments Low Rise	2,451	Dwelling Unit	351	2,598,060	1.00	—	6,397	—
Apartments Mid Rise	2,576	Dwelling Unit	92.0	2,472,960	1.00	—	6,723	—
Strip Mall	3,100	1000sqft	71.2	3,100,000	1.00	—	—	—
General Office Building	716	1000sqft	16.4	716,000	1.00	—	—	—
City Park	105	Acre	105	0.00	1.00	1.00	—	—
Elementary School	1,568	1000sqft	36.0	1,568,160	1.00	1.00	—	—
Junior High School	523	1000sqft	12.0	522,720	1.00	1.00	—	—
Place of Worship	183	1000sqft	4.20	182,950	1.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4,297	2,031	24,960	60.5	556	4,559	5,115	546	1,159	1,705	66,071	5,593,904	5,659,976	1,248	201	14,860	5,765,905
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4,089	2,348	19,669	55.8	555	4,559	5,114	545	1,159	1,705	66,071	5,123,427	5,189,498	1,256	217	500	5,286,195

Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2,168	1,905	15,458	44.8	155	3,948	4,103	152	1,004	1,156	21,929	4,549,713	4,571,643	1,100	182	5,657	4,658,977
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	396	348	2,821	8.17	28.4	720	749	27.7	183	211	3,631	753,257	756,888	182	30.1	937	771,347

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1,478	1,871	20,444	52.6	39.3	4,559	4,598	37.0	1,159	1,196	—	5,354,000	5,354,000	141	193	14,742	5,429,914
Area	2,815	77.2	4,464	7.37	510	—	510	502	—	502	56,932	36,229	93,162	171	2.80	—	98,271
Energy	4.71	82.9	51.5	0.51	6.51	—	6.51	6.51	—	6.51	—	200,814	200,814	18.6	1.35	—	201,681
Water	—	—	—	—	—	—	—	—	—	—	1,353	2,860	4,213	139	3.33	—	8,679
Waste	—	—	—	—	—	—	—	—	—	—	7,786	0.00	7,786	778	0.00	—	27,242
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	118	118
Total	4,297	2,031	24,960	60.5	556	4,559	5,115	546	1,159	1,705	66,071	5,593,904	5,659,976	1,248	201	14,860	5,765,905
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1,356	2,194	15,914	48.0	39.3	4,559	4,598	37.1	1,159	1,196	—	4,885,936	4,885,936	150	210	382	4,952,625
Area	2,728	70.3	3,703	7.34	509	—	509	502	—	502	56,932	33,816	90,748	171	2.78	—	95,849
Energy	4.71	82.9	51.5	0.51	6.51	—	6.51	6.51	—	6.51	—	200,814	200,814	18.6	1.35	—	201,681
Water	—	—	—	—	—	—	—	—	—	—	1,353	2,860	4,213	139	3.33	—	8,679
Waste	—	—	—	—	—	—	—	—	—	—	7,786	0.00	7,786	778	0.00	—	27,242
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	118	118

Total	4,089	2,348	19,669	55.8	555	4,559	5,114	545	1,159	1,705	66,071	5,123,427	5,189,498	1,256	217	500	5,286,195
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1,183	1,803	14,199	42.6	34.2	3,948	3,982	32.2	1,004	1,036	—	4,337,251	4,337,251	126	176	5,540	4,398,529
Area	981	19.2	1,207	1.67	115	—	115	113	—	113	12,790	8,787	21,578	38.5	0.63	—	22,728
Energy	4.71	82.9	51.5	0.51	6.51	—	6.51	6.51	—	6.51	—	200,814	200,814	18.6	1.35	—	201,681
Water	—	—	—	—	—	—	—	—	—	—	1,353	2,860	4,213	139	3.33	—	8,679
Waste	—	—	—	—	—	—	—	—	—	—	7,786	0.00	7,786	778	0.00	—	27,242
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	118	118
Total	2,168	1,905	15,458	44.8	155	3,948	4,103	152	1,004	1,156	21,929	4,549,713	4,571,643	1,100	182	5,657	4,658,977
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	216	329	2,591	7.77	6.25	720	727	5.88	183	189	—	718,081	718,081	20.8	29.2	917	728,227
Area	179	3.50	220	0.30	20.9	—	20.9	20.6	—	20.6	2,118	1,455	3,572	6.37	0.10	—	3,763
Energy	0.86	15.1	9.39	0.09	1.19	—	1.19	1.19	—	1.19	—	33,247	33,247	3.08	0.22	—	33,391
Water	—	—	—	—	—	—	—	—	—	—	224	474	697	23.0	0.55	—	1,437
Waste	—	—	—	—	—	—	—	—	—	—	1,289	0.00	1,289	129	0.00	—	4,510
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.5	19.5
Total	396	348	2,821	8.17	28.4	720	749	27.7	183	211	3,631	753,257	756,888	182	30.1	937	771,347

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Single Family Housing	160	180	1,950	4.94	3.71	427	431	3.49	109	112	—	502,755	502,755	14.0	18.6	1,381	510,014
Retirement Community	6.16	6.95	75.3	0.19	0.14	16.5	16.6	0.13	4.19	4.33	—	19,413	19,413	0.54	0.72	53.3	19,693
Apartments Low Rise	104	117	1,270	3.21	2.42	278	281	2.28	70.7	73.0	—	327,341	327,341	9.10	12.1	899	332,067
Apartments Mid Rise	73.0	82.3	892	2.26	1.70	195	197	1.60	49.7	51.3	—	229,920	229,920	6.39	8.48	632	233,240
Strip Mall	817	1,069	11,707	30.2	22.6	2,622	2,645	21.3	667	688	—	3,077,991	3,077,991	80.1	111	8,480	3,121,433
General Office Building	41.5	54.3	594	1.53	1.15	133	134	1.08	33.8	34.9	—	156,235	156,235	4.06	5.61	430	158,440
City Park	1.36	1.78	19.5	0.05	0.04	4.37	4.41	0.04	1.11	1.15	—	5,132	5,132	0.13	0.18	14.1	5,204
Elementary School	182	238	2,608	6.74	5.03	584	589	4.74	149	153	—	685,766	685,766	17.8	24.6	1,889	695,445
Junior High School	62.7	82.0	898	2.32	1.73	201	203	1.63	51.2	52.8	—	236,201	236,201	6.14	8.49	651	239,534
Place of Worship	30.1	39.3	431	1.11	0.83	96.5	97.3	0.78	24.5	25.3	—	113,245	113,245	2.95	4.07	312	114,843
Total	1,478	1,871	20,444	52.6	39.3	4,559	4,598	37.0	1,159	1,196	—	5,354,000	5,354,000	141	193	14,742	5,429,914
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	145	211	1,542	4.50	3.71	427	431	3.50	109	112	—	458,935	458,935	15.1	20.1	35.8	465,351

Retirement Community	5.59	8.15	59.5	0.17	0.14	16.5	16.6	0.13	4.19	4.33	—	17,721	17,721	0.58	0.78	1.38	17,969
Apartments Low Rise	94.2	137	1,004	2.93	2.42	278	281	2.28	70.7	73.0	—	298,810	298,810	9.80	13.1	23.3	302,987
Apartments Mid Rise	66.2	96.5	705	2.06	1.70	195	197	1.60	49.7	51.3	—	209,880	209,880	6.89	9.21	16.4	212,814
Strip Mall	752	1,254	9,076	27.6	22.6	2,622	2,645	21.3	667	688	—	2,808,700	2,808,700	84.4	120	220	2,846,802
General Office Building	38.2	63.6	461	1.40	1.15	133	134	1.08	33.8	34.9	—	142,566	142,566	4.28	6.09	11.2	144,500
City Park	1.25	2.09	15.1	0.05	0.04	4.37	4.41	0.04	1.11	1.15	—	4,683	4,683	0.14	0.20	0.37	4,746
Elementary School	168	279	2,022	6.14	5.03	584	589	4.74	149	153	—	625,769	625,769	18.8	26.7	49.0	634,258
Junior High School	57.7	96.2	696	2.12	1.73	201	203	1.63	51.2	52.8	—	215,536	215,536	6.48	9.21	16.9	218,459
Place of Worship	27.7	46.1	334	1.01	0.83	96.5	97.3	0.78	24.5	25.3	—	103,337	103,337	3.10	4.42	8.09	104,739
Total	1,356	2,194	15,914	48.0	39.3	4,559	4,598	37.1	1,159	1,196	—	4,885,936	4,885,936	150	210	382	4,952,625
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	25.9	35.5	280	0.82	0.66	75.8	76.5	0.62	19.3	19.9	—	75,765	75,765	2.33	3.15	96.5	76,857
Retirement Community	0.97	1.33	10.5	0.03	0.02	2.85	2.87	0.02	0.72	0.75	—	2,846	2,846	0.09	0.12	3.63	2,887
Apartments Low Rise	15.4	21.2	167	0.49	0.39	45.2	45.6	0.37	11.5	11.9	—	45,178	45,178	1.39	1.88	57.6	45,830

Apartment Mid Rise	11.5	15.8	124	0.36	0.29	33.7	34.0	0.28	8.57	8.85	—	33,690	33,690	1.04	1.40	42.9	34,176
Strip Mall	126	198	1,557	4.70	3.77	436	440	3.55	111	114	—	434,310	434,310	12.4	17.6	555	440,411
General Office Building	5.27	8.30	65.3	0.20	0.16	18.3	18.5	0.15	4.65	4.80	—	18,225	18,225	0.52	0.74	23.3	18,481
City Park	0.12	0.19	1.49	< 0.005	< 0.005	0.42	0.42	< 0.005	0.11	0.11	—	415	415	0.01	0.02	0.53	421
Elementary School	21.8	34.4	271	0.82	0.66	75.8	76.4	0.62	19.3	19.9	—	75,484	75,484	2.15	3.05	96.5	76,544
Junior High School	7.52	11.8	93.2	0.28	0.23	26.1	26.3	0.21	6.64	6.85	—	25,999	25,999	0.74	1.05	33.2	26,364
Place of Worship	1.78	2.81	22.1	0.07	0.05	6.19	6.25	0.05	1.57	1.63	—	6,169	6,169	0.18	0.25	7.88	6,256
Total	216	329	2,591	7.77	6.25	720	727	5.88	183	189	—	718,081	718,081	20.8	29.2	917	728,227

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	25,566	25,566	2.48	0.30	—	25,718
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	2,046	2,046	0.20	0.02	—	2,058

Apartments	—	—	—	—	—	—	—	—	—	—	—	10,171	10,171	0.98	0.12	—	10,231
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	10,865	10,865	1.05	0.13	—	10,929
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	25,214	25,214	2.44	0.30	—	25,363
General Office Building	—	—	—	—	—	—	—	—	—	—	—	13,990	13,990	1.35	0.16	—	14,073
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	6,710	6,710	0.65	0.08	—	6,750
Junior High School	—	—	—	—	—	—	—	—	—	—	—	2,237	2,237	0.22	0.03	—	2,250
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	1,764	1,764	0.17	0.02	—	1,775
Total	—	—	—	—	—	—	—	—	—	—	—	98,563	98,563	9.55	1.16	—	99,147
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	25,566	25,566	2.48	0.30	—	25,718
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	2,046	2,046	0.20	0.02	—	2,058
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	10,171	10,171	0.98	0.12	—	10,231
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	10,865	10,865	1.05	0.13	—	10,929

Strip Mall	—	—	—	—	—	—	—	—	—	—	—	25,214	25,214	2.44	0.30	—	25,363
General Office Building	—	—	—	—	—	—	—	—	—	—	—	13,990	13,990	1.35	0.16	—	14,073
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	6,710	6,710	0.65	0.08	—	6,750
Junior High School	—	—	—	—	—	—	—	—	—	—	—	2,237	2,237	0.22	0.03	—	2,250
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	1,764	1,764	0.17	0.02	—	1,775
Total	—	—	—	—	—	—	—	—	—	—	—	98,563	98,563	9.55	1.16	—	99,147
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	4,233	4,233	0.41	0.05	—	4,258
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	339	339	0.03	< 0.005	—	341
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	1,684	1,684	0.16	0.02	—	1,694
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	1,799	1,799	0.17	0.02	—	1,809
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	4,174	4,174	0.40	0.05	—	4,199
General Office Building	—	—	—	—	—	—	—	—	—	—	—	2,316	2,316	0.22	0.03	—	2,330
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00

Elementary School	—	—	—	—	—	—	—	—	—	—	—	1,111	1,111	0.11	0.01	—	1,117
Junior High School	—	—	—	—	—	—	—	—	—	—	—	370	370	0.04	< 0.005	—	372
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	292	292	0.03	< 0.005	—	294
Total	—	—	—	—	—	—	—	—	—	—	—	16,318	16,318	1.58	0.19	—	16,415

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	1.38	23.6	10.0	0.15	1.91	—	1.91	1.91	—	1.91	—	29,945	29,945	2.65	0.06	—	30,028
Retirement Community	0.11	1.89	0.81	0.01	0.15	—	0.15	0.15	—	0.15	—	2,401	2,401	0.21	< 0.005	—	2,408
Apartments Low Rise	0.55	9.41	4.00	0.06	0.76	—	0.76	0.76	—	0.76	—	11,939	11,939	1.06	0.02	—	11,972
Apartments Mid Rise	0.52	8.97	3.82	0.06	0.73	—	0.73	0.73	—	0.73	—	11,387	11,387	1.01	0.02	—	11,418
Strip Mall	0.40	7.18	6.03	0.04	0.55	—	0.55	0.55	—	0.55	—	8,570	8,570	0.76	0.02	—	8,593
General Office Building	0.31	5.55	4.66	0.03	0.42	—	0.42	0.42	—	0.42	—	6,625	6,625	0.59	0.01	—	6,643
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

Elementa School	1.00	18.2	15.3	0.11	1.38	—	1.38	1.38	—	1.38	—	21,715	21,715	1.92	0.04	—	21,775
Junior High School	0.33	6.07	5.10	0.04	0.46	—	0.46	0.46	—	0.46	—	7,238	7,238	0.64	0.01	—	7,258
Place of Worship	0.11	2.04	1.71	0.01	0.15	—	0.15	0.15	—	0.15	—	2,431	2,431	0.22	< 0.005	—	2,438
Total	4.71	82.9	51.5	0.51	6.51	—	6.51	6.51	—	6.51	—	102,251	102,251	9.05	0.19	—	102,535
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	1.38	23.6	10.0	0.15	1.91	—	1.91	1.91	—	1.91	—	29,945	29,945	2.65	0.06	—	30,028
Retirement Community	0.11	1.89	0.81	0.01	0.15	—	0.15	0.15	—	0.15	—	2,401	2,401	0.21	< 0.005	—	2,408
Apartments Low Rise	0.55	9.41	4.00	0.06	0.76	—	0.76	0.76	—	0.76	—	11,939	11,939	1.06	0.02	—	11,972
Apartments Mid Rise	0.52	8.97	3.82	0.06	0.73	—	0.73	0.73	—	0.73	—	11,387	11,387	1.01	0.02	—	11,418
Strip Mall	0.40	7.18	6.03	0.04	0.55	—	0.55	0.55	—	0.55	—	8,570	8,570	0.76	0.02	—	8,593
General Office Building	0.31	5.55	4.66	0.03	0.42	—	0.42	0.42	—	0.42	—	6,625	6,625	0.59	0.01	—	6,643
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Elementary School	1.00	18.2	15.3	0.11	1.38	—	1.38	1.38	—	1.38	—	21,715	21,715	1.92	0.04	—	21,775
Junior High School	0.33	6.07	5.10	0.04	0.46	—	0.46	0.46	—	0.46	—	7,238	7,238	0.64	0.01	—	7,258

Place of Worship	0.11	2.04	1.71	0.01	0.15	—	0.15	0.15	—	0.15	—	2,431	2,431	0.22	< 0.005	—	2,438
Total	4.71	82.9	51.5	0.51	6.51	—	6.51	6.51	—	6.51	—	102,251	102,251	9.05	0.19	—	102,535
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.25	4.31	1.83	0.03	0.35	—	0.35	0.35	—	0.35	—	4,958	4,958	0.44	0.01	—	4,972
Retirement Community	0.02	0.35	0.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	398	398	0.04	< 0.005	—	399
Apartments Low Rise	0.10	1.72	0.73	0.01	0.14	—	0.14	0.14	—	0.14	—	1,977	1,977	0.17	< 0.005	—	1,982
Apartments Mid Rise	0.10	1.64	0.70	0.01	0.13	—	0.13	0.13	—	0.13	—	1,885	1,885	0.17	< 0.005	—	1,890
Strip Mall	0.07	1.31	1.10	0.01	0.10	—	0.10	0.10	—	0.10	—	1,419	1,419	0.13	< 0.005	—	1,423
General Office Building	0.06	1.01	0.85	0.01	0.08	—	0.08	0.08	—	0.08	—	1,097	1,097	0.10	< 0.005	—	1,100
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Elementary School	0.18	3.32	2.79	0.02	0.25	—	0.25	0.25	—	0.25	—	3,595	3,595	0.32	0.01	—	3,605
Junior High School	0.06	1.11	0.93	0.01	0.08	—	0.08	0.08	—	0.08	—	1,198	1,198	0.11	< 0.005	—	1,202
Place of Worship	0.02	0.37	0.31	< 0.005	0.03	—	0.03	0.03	—	0.03	—	402	402	0.04	< 0.005	—	404
Total	0.86	15.1	9.39	0.09	1.19	—	1.19	1.19	—	1.19	—	16,929	16,929	1.50	0.03	—	16,976

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	2,309	70.3	3,703	7.34	509	—	509	502	—	502	56,932	33,816	90,748	171	2.78	—	95,849
Consumer Products	384	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	35.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	86.7	6.92	761	0.04	0.70	—	0.70	0.53	—	0.53	—	2,414	2,414	0.10	0.02	—	2,422
Total	2,815	77.2	4,464	7.37	510	—	510	502	—	502	56,932	36,229	93,162	171	2.80	—	98,271
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	2,309	70.3	3,703	7.34	509	—	509	502	—	502	56,932	33,816	90,748	171	2.78	—	95,849
Consumer Products	384	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	35.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	2,728	70.3	3,703	7.34	509	—	509	502	—	502	56,932	33,816	90,748	171	2.78	—	95,849
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	94.7	2.88	152	0.30	20.9	—	20.9	20.6	—	20.6	2,118	1,258	3,375	6.36	0.10	—	3,565

Consumer Products	70.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	6.40	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	7.80	0.62	68.5	< 0.005	0.06	—	0.06	0.05	—	0.05	—	197	197	0.01	< 0.005	—	198
Total	179	3.50	220	0.30	20.9	—	20.9	20.6	—	20.6	2,118	1,455	3,572	6.37	0.10	—	3,763

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	202	1,105	1,307	20.8	0.51	—	1,979
Retirement Community	—	—	—	—	—	—	—	—	—	—	31.0	47.4	78.4	3.19	0.08	—	181
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	154	236	390	15.9	0.38	—	899
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	162	248	410	16.7	0.40	—	945
Strip Mall	—	—	—	—	—	—	—	—	—	—	440	671	1,111	45.2	1.08	—	2,563

General Office Building	—	—	—	—	—	—	—	—	—	—	244	372	616	25.0	0.60	—	1,420
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Elementary School	—	—	—	—	—	—	—	—	—	—	87.1	133	220	8.95	0.21	—	508
Junior High School	—	—	—	—	—	—	—	—	—	—	20.7	31.5	52.2	2.12	0.05	—	120
Place of Worship	—	—	—	—	—	—	—	—	—	—	11.0	16.7	27.7	1.13	0.03	—	63.9
Total	—	—	—	—	—	—	—	—	—	—	1,353	2,860	4,213	139	3.33	—	8,679
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	202	1,105	1,307	20.8	0.51	—	1,979
Retirement Community	—	—	—	—	—	—	—	—	—	—	31.0	47.4	78.4	3.19	0.08	—	181
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	154	236	390	15.9	0.38	—	899
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	162	248	410	16.7	0.40	—	945
Strip Mall	—	—	—	—	—	—	—	—	—	—	440	671	1,111	45.2	1.08	—	2,563
General Office Building	—	—	—	—	—	—	—	—	—	—	244	372	616	25.0	0.60	—	1,420
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005

Elementary	—	—	—	—	—	—	—	—	—	—	87.1	133	220	8.95	0.21	—	508
Junior High School	—	—	—	—	—	—	—	—	—	—	20.7	31.5	52.2	2.12	0.05	—	120
Place of Worship	—	—	—	—	—	—	—	—	—	—	11.0	16.7	27.7	1.13	0.03	—	63.9
Total	—	—	—	—	—	—	—	—	—	—	1,353	2,860	4,213	139	3.33	—	8,679
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	33.5	183	216	3.45	0.08	—	328
Retirement Community	—	—	—	—	—	—	—	—	—	—	5.14	7.84	13.0	0.53	0.01	—	29.9
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	25.6	39.0	64.6	2.62	0.06	—	149
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	26.9	41.0	67.8	2.76	0.07	—	156
Strip Mall	—	—	—	—	—	—	—	—	—	—	72.8	111	184	7.48	0.18	—	424
General Office Building	—	—	—	—	—	—	—	—	—	—	40.4	61.6	102	4.15	0.10	—	235
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Elementary School	—	—	—	—	—	—	—	—	—	—	14.4	22.0	36.4	1.48	0.04	—	84.0
Junior High School	—	—	—	—	—	—	—	—	—	—	3.42	5.22	8.64	0.35	0.01	—	19.9
Place of Worship	—	—	—	—	—	—	—	—	—	—	1.82	2.77	4.59	0.19	< 0.005	—	10.6

Total	—	—	—	—	—	—	—	—	—	—	224	474	697	23.0	0.55	—	1,437

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	1,005	0.00	1,005	100	0.00	—	3,516
Retirement Community	—	—	—	—	—	—	—	—	—	—	633	0.00	633	63.3	0.00	—	2,216
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	977	0.00	977	97.6	0.00	—	3,417
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	1,027	0.00	1,027	103	0.00	—	3,592
Strip Mall	—	—	—	—	—	—	—	—	—	—	1,754	0.00	1,754	175	0.00	—	6,138
General Office Building	—	—	—	—	—	—	—	—	—	—	359	0.00	359	35.9	0.00	—	1,256
City Park	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Elementary School	—	—	—	—	—	—	—	—	—	—	1,099	0.00	1,099	110	0.00	—	3,844
Junior High School	—	—	—	—	—	—	—	—	—	—	366	0.00	366	36.6	0.00	—	1,281

Place of Worship	—	—	—	—	—	—	—	—	—	—	562	0.00	562	56.2	0.00	—	1,966
Total	—	—	—	—	—	—	—	—	—	—	7,786	0.00	7,786	778	0.00	—	27,242
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	1,005	0.00	1,005	100	0.00	—	3,516
Retirement Community	—	—	—	—	—	—	—	—	—	—	633	0.00	633	63.3	0.00	—	2,216
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	977	0.00	977	97.6	0.00	—	3,417
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	1,027	0.00	1,027	103	0.00	—	3,592
Strip Mall	—	—	—	—	—	—	—	—	—	—	1,754	0.00	1,754	175	0.00	—	6,138
General Office Building	—	—	—	—	—	—	—	—	—	—	359	0.00	359	35.9	0.00	—	1,256
City Park	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Elementary School	—	—	—	—	—	—	—	—	—	—	1,099	0.00	1,099	110	0.00	—	3,844
Junior High School	—	—	—	—	—	—	—	—	—	—	366	0.00	366	36.6	0.00	—	1,281
Place of Worship	—	—	—	—	—	—	—	—	—	—	562	0.00	562	56.2	0.00	—	1,966
Total	—	—	—	—	—	—	—	—	—	—	7,786	0.00	7,786	778	0.00	—	27,242
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Single Family Housing	—	—	—	—	—	—	—	—	—	—	166	0.00	166	16.6	0.00	—	582
Retirement Community	—	—	—	—	—	—	—	—	—	—	105	0.00	105	10.5	0.00	—	367
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	162	0.00	162	16.2	0.00	—	566
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	170	0.00	170	17.0	0.00	—	595
Strip Mall	—	—	—	—	—	—	—	—	—	—	290	0.00	290	29.0	0.00	—	1,016
General Office Building	—	—	—	—	—	—	—	—	—	—	59.4	0.00	59.4	5.94	0.00	—	208
City Park	—	—	—	—	—	—	—	—	—	—	0.80	0.00	0.80	0.08	0.00	—	2.81
Elementary School	—	—	—	—	—	—	—	—	—	—	182	0.00	182	18.2	0.00	—	636
Junior High School	—	—	—	—	—	—	—	—	—	—	60.6	0.00	60.6	6.06	0.00	—	212
Place of Worship	—	—	—	—	—	—	—	—	—	—	93.0	0.00	93.0	9.30	0.00	—	326
Total	—	—	—	—	—	—	—	—	—	—	1,289	0.00	1,289	129	0.00	—	4,510

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	44.9	44.9
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.64	6.64
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.6	18.6
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	17.7	17.7
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.3	19.3
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.74	1.74
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.06	6.06
Junior High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.02	2.02
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.71	0.71
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	118	118
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	44.9	44.9

Retirement Community	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.64	6.64
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.6	18.6
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	17.7	17.7
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.3	19.3
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.74	1.74
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.06	6.06
Junior High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.02	2.02
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.71	0.71
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	118	118
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.43	7.43
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.10	1.10
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.08	3.08

Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.93	2.93
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.20	3.20
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.29	0.29
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.00	1.00
Junior High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.33	0.33
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.12	0.12
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.5	19.5

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Single Family Housing	30,321	30,642	27,463	10,934,955	594,314	600,610	538,282	214,331,157
Retirement Community	1,183	1,001	961	410,789	23,191	19,616	18,843	8,051,686
Apartments Low Rise	17,941	19,951	15,392	6,520,466	351,660	391,053	301,697	127,804,720
Apartments Mid Rise	14,013	12,648	10,536	4,862,384	274,671	247,911	206,508	95,305,409
Strip Mall	137,392	130,324	63,333	45,917,886	3,687,453	3,497,755	1,699,789	1,232,386,387

General Office Building	6,974	1,582	501	1,926,822	187,170	42,469	13,452	51,713,830
City Park	81.6	205	229	43,906	2,190	5,502	6,148	1,178,386
Elementary School	30,610	0.00	0.00	7,980,590	821,552	0.00	0.00	214,190,413
Junior High School	10,543	0.00	0.00	2,748,779	282,970	0.00	0.00	73,774,258
Place of Worship	1,272	1,096	5,055	652,218	34,126	29,412	135,668	17,504,826

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Single Family Housing	—
Wood Fireplaces	482
Gas Fireplaces	1606
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	1124
Conventional Wood Stoves	161
Catalytic Wood Stoves	161
Non-Catalytic Wood Stoves	161
Pellet Wood Stoves	0
Retirement Community	—
Wood Fireplaces	0
Gas Fireplaces	148
Propane Fireplaces	0
Electric Fireplaces	0

No Fireplaces	345
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Low Rise	—
Wood Fireplaces	0
Gas Fireplaces	735
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	1716
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	773
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	1803
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
24010425	8,003,475	9,134,745	3,044,915	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Single Family Housing	27,384,578	341	0.0330	0.0040	93,437,162
Retirement Community	2,191,320	341	0.0330	0.0040	7,493,172
Apartments Low Rise	10,894,373	341	0.0330	0.0040	37,253,072
Apartments Mid Rise	11,637,881	341	0.0330	0.0040	35,529,460
Strip Mall	27,007,431	341	0.0330	0.0040	26,739,362
General Office Building	14,985,405	341	0.0330	0.0040	20,670,219
City Park	0.00	341	0.0330	0.0040	0.00
Elementary School	7,187,183	341	0.0330	0.0040	67,757,353
Junior High School	2,395,728	341	0.0330	0.0040	22,585,784
Place of Worship	1,889,866	341	0.0330	0.0040	7,584,852

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Single Family Housing	105,566,957	529,034,343
Retirement Community	16,203,148	14.1
Apartments Low Rise	80,555,608	14.1
Apartments Mid Rise	84,663,911	14.1
Strip Mall	229,624,817	11.5
General Office Building	127,257,364	11.5
City Park	0.00	25.6
Elementary School	45,471,806	25.6
Junior High School	10,779,011	25.6
Place of Worship	5,724,306	11.5

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Single Family Housing	1,864	—
Retirement Community	1,175	—
Apartments Low Rise	1,812	—
Apartments Mid Rise	1,905	—
Strip Mall	3,255	—
General Office Building	666	—
City Park	9.00	—
Elementary School	2,039	—
Junior High School	680	—
Place of Worship	1,043	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Single Family Housing	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Single Family Housing	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Retirement Community	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Retirement Community	Household refrigerators and/or freezers	R-134a	1,430	0.22	0.60	0.00	1.00
Apartments Low Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Low Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Strip Mall	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Strip Mall	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00
Strip Mall	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
General Office Building	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00

General Office Building	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00
Elementary School	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
Elementary School	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Elementary School	Stand-alone retail refrigerators and freezers	R-134a	1,430	< 0.005	1.00	0.00	1.00
Elementary School	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
Junior High School	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
Junior High School	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Junior High School	Stand-alone retail refrigerators and freezers	R-134a	1,430	< 0.005	1.00	0.00	1.00
Junior High School	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
Place of Worship	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
Place of Worship	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Place of Worship	Stand-alone retail refrigerators and freezers	R-134a	1,430	< 0.005	1.00	0.00	1.00
Place of Worship	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0

8. User Changes to Default Data

Screen	Justification
Land Use	Adding acreage from SP and LU types. Excluded fire station and also kept non-land uses generic.

SVSP with amendments Custom Report

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8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	SVSP with amendments
Operational Year	2028
Lead Agency	City of Roseville
Land Use Scale	Plan/community
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	7.80
Location	38.764551917638784, -121.37971553454238
County	Placer-Sacramento
City	Roseville
Air District	Placer County APCD
Air Basin	Sacramento Valley
TAZ	432
EDFZ	4
Electric Utility	Roseville Electric
Gas Utility	Pacific Gas & Electric
App Version	2022.1.1.16

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Single Family Housing	3,212	Dwelling Unit	596	6,263,400	37,621,697	—	8,383	—

Retirement Community	493	Dwelling Unit	94.3	522,580	1.00	—	1,287	—
Apartments Low Rise	2,451	Dwelling Unit	351	2,598,060	1.00	—	6,397	—
Apartments Mid Rise	2,842	Dwelling Unit	92.0	2,728,320	1.00	—	7,418	—
Strip Mall	3,100	1000sqft	71.2	3,100,000	1.00	—	—	—
General Office Building	716	1000sqft	16.4	716,000	1.00	—	—	—
City Park	105	Acre	105	0.00	1.00	1.00	—	—
Elementary School	1,568	1000sqft	36.0	1,568,160	1.00	1.00	—	—
Junior High School	523	1000sqft	12.0	522,720	1.00	1.00	—	—
Place of Worship	183	1000sqft	4.20	182,950	1.00	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4,309	2,038	25,032	60.6	556	4,571	5,127	546	1,162	1,709	66,194	5,610,766	5,676,960	1,261	201	14,901	5,783,431
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	4,099	2,355	19,713	55.9	555	4,571	5,126	546	1,162	1,708	66,194	5,138,984	5,205,178	1,269	218	503	5,302,392

Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2,193	1,930	15,656	45.3	156	3,999	4,155	152	1,017	1,169	22,052	4,608,881	4,630,933	1,114	184	5,731	4,719,419
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	400	352	2,857	8.27	28.5	730	758	27.8	186	213	3,651	763,053	766,704	184	30.5	949	781,354

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1,482	1,876	20,501	52.7	39.4	4,571	4,611	37.1	1,162	1,199	—	5,368,498	5,368,498	142	194	14,782	5,444,621
Area	2,822	77.3	4,479	7.37	510	—	510	502	—	502	56,932	36,270	93,202	171	2.80	—	98,312
Energy	4.77	83.8	51.8	0.52	6.59	—	6.59	6.59	—	6.59	—	203,112	203,112	18.8	1.36	—	203,989
Water	—	—	—	—	—	—	—	—	—	—	1,369	2,886	4,255	141	3.37	—	8,777
Waste	—	—	—	—	—	—	—	—	—	—	7,893	0.00	7,893	789	0.00	—	27,613
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	119	119
Total	4,309	2,038	25,032	60.6	556	4,571	5,127	546	1,162	1,709	66,194	5,610,766	5,676,960	1,261	201	14,901	5,783,431
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1,360	2,201	15,958	48.1	39.5	4,571	4,611	37.2	1,162	1,199	—	4,899,170	4,899,170	150	211	383	4,966,045
Area	2,734	70.3	3,703	7.34	509	—	509	502	—	502	56,932	33,816	90,748	171	2.78	—	95,849
Energy	4.77	83.8	51.8	0.52	6.59	—	6.59	6.59	—	6.59	—	203,112	203,112	18.8	1.36	—	203,989
Water	—	—	—	—	—	—	—	—	—	—	1,369	2,886	4,255	141	3.37	—	8,777
Waste	—	—	—	—	—	—	—	—	—	—	7,893	0.00	7,893	789	0.00	—	27,613
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	119	119

Total	4,099	2,355	19,713	55.9	555	4,571	5,126	546	1,162	1,708	66,194	5,138,984	5,205,178	1,269	218	503	5,302,392
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	1,201	1,827	14,390	43.1	34.7	3,999	4,034	32.7	1,017	1,050	—	4,394,076	4,394,076	127	179	5,612	4,456,173
Area	987	19.3	1,215	1.67	115	—	115	113	—	113	12,790	8,807	21,597	38.5	0.63	—	22,748
Energy	4.77	83.8	51.8	0.52	6.59	—	6.59	6.59	—	6.59	—	203,112	203,112	18.8	1.36	—	203,989
Water	—	—	—	—	—	—	—	—	—	—	1,369	2,886	4,255	141	3.37	—	8,777
Waste	—	—	—	—	—	—	—	—	—	—	7,893	0.00	7,893	789	0.00	—	27,613
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	119	119
Total	2,193	1,930	15,656	45.3	156	3,999	4,155	152	1,017	1,169	22,052	4,608,881	4,630,933	1,114	184	5,731	4,719,419
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	219	333	2,626	7.87	6.33	730	736	5.96	186	192	—	727,489	727,489	21.1	29.6	929	737,770
Area	180	3.52	222	0.30	20.9	—	20.9	20.6	—	20.6	2,118	1,458	3,576	6.37	0.10	—	3,766
Energy	0.87	15.3	9.46	0.09	1.20	—	1.20	1.20	—	1.20	—	33,628	33,628	3.11	0.23	—	33,773
Water	—	—	—	—	—	—	—	—	—	—	227	478	704	23.3	0.56	—	1,453
Waste	—	—	—	—	—	—	—	—	—	—	1,307	0.00	1,307	131	0.00	—	4,572
Refrig.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.8	19.8
Total	400	352	2,857	8.27	28.5	730	758	27.8	186	213	3,651	763,053	766,704	184	30.5	949	781,354

4. Operations Emissions Details

4.1. Mobile Emissions by Land Use

4.1.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Single Family Housing	160	180	1,950	4.94	3.71	427	431	3.49	109	112	—	502,755	502,755	14.0	18.6	1,381	510,014
Retirement Community	8.47	9.56	104	0.26	0.20	22.7	22.9	0.19	5.77	5.95	—	26,693	26,693	0.74	0.98	73.3	27,078
Apartments Low Rise	82.9	93.6	1,014	2.57	1.93	222	224	1.82	56.5	58.3	—	261,390	261,390	7.27	9.64	718	265,164
Apartments Mid Rise	96.2	109	1,175	2.98	2.24	258	260	2.11	65.5	67.6	—	303,089	303,089	8.43	11.2	833	307,465
Strip Mall	817	1,069	11,707	30.2	22.6	2,622	2,645	21.3	667	688	—	3,077,991	3,077,991	80.1	111	8,480	3,121,433
General Office Building	41.5	54.3	594	1.53	1.15	133	134	1.08	33.8	34.9	—	156,235	156,235	4.06	5.61	430	158,440
City Park	1.36	1.78	19.5	0.05	0.04	4.37	4.41	0.04	1.11	1.15	—	5,132	5,132	0.13	0.18	14.1	5,204
Elementary School	182	238	2,608	6.74	5.03	584	589	4.74	149	153	—	685,766	685,766	17.8	24.6	1,889	695,445
Junior High School	62.7	82.0	898	2.32	1.73	201	203	1.63	51.2	52.8	—	236,201	236,201	6.14	8.49	651	239,534
Place of Worship	30.1	39.3	431	1.11	0.83	96.5	97.3	0.78	24.5	25.3	—	113,245	113,245	2.95	4.07	312	114,843
Total	1,482	1,876	20,501	52.7	39.4	4,571	4,611	37.1	1,162	1,199	—	5,368,498	5,368,498	142	194	14,782	5,444,621
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	145	211	1,542	4.50	3.71	427	431	3.50	109	112	—	458,935	458,935	15.1	20.1	35.8	465,351

Retirement Community	7.68	11.2	81.9	0.24	0.20	22.7	22.9	0.19	5.77	5.95	—	24,366	24,366	0.80	1.07	1.90	24,707
Apartments Low Rise	75.2	110	802	2.34	1.93	222	224	1.82	56.5	58.3	—	238,607	238,607	7.83	10.5	18.6	241,943
Apartments Mid Rise	87.3	127	929	2.72	2.24	258	260	2.11	65.5	67.6	—	276,672	276,672	9.08	12.1	21.6	280,539
Strip Mall	752	1,254	9,076	27.6	22.6	2,622	2,645	21.3	667	688	—	2,808,700	2,808,700	84.4	120	220	2,846,802
General Office Building	38.2	63.6	461	1.40	1.15	133	134	1.08	33.8	34.9	—	142,566	142,566	4.28	6.09	11.2	144,500
City Park	1.25	2.09	15.1	0.05	0.04	4.37	4.41	0.04	1.11	1.15	—	4,683	4,683	0.14	0.20	0.37	4,746
Elementary School	168	279	2,022	6.14	5.03	584	589	4.74	149	153	—	625,769	625,769	18.8	26.7	49.0	634,258
Junior High School	57.7	96.2	696	2.12	1.73	201	203	1.63	51.2	52.8	—	215,536	215,536	6.48	9.21	16.9	218,459
Place of Worship	27.7	46.1	334	1.01	0.83	96.5	97.3	0.78	24.5	25.3	—	103,337	103,337	3.10	4.42	8.09	104,739
Total	1,360	2,201	15,958	48.1	39.5	4,571	4,611	37.2	1,162	1,199	—	4,899,170	4,899,170	150	211	383	4,966,045
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	25.9	35.5	280	0.82	0.66	75.8	76.5	0.62	19.3	19.9	—	75,765	75,765	2.33	3.15	96.5	76,857
Retirement Community	1.40	1.93	15.2	0.04	0.04	4.12	4.15	0.03	1.05	1.08	—	4,114	4,114	0.13	0.17	5.24	4,174
Apartments Low Rise	13.8	18.9	149	0.44	0.35	40.3	40.7	0.33	10.3	10.6	—	40,290	40,290	1.24	1.67	51.3	40,871

Apartment Mid Rise	16.0	21.9	173	0.51	0.41	46.8	47.2	0.38	11.9	12.3	—	46,718	46,718	1.44	1.94	59.5	47,391
Strip Mall	126	198	1,557	4.70	3.77	436	440	3.55	111	114	—	434,310	434,310	12.4	17.6	555	440,411
General Office Building	5.27	8.30	65.3	0.20	0.16	18.3	18.5	0.15	4.65	4.80	—	18,225	18,225	0.52	0.74	23.3	18,481
City Park	0.12	0.19	1.49	< 0.005	< 0.005	0.42	0.42	< 0.005	0.11	0.11	—	415	415	0.01	0.02	0.53	421
Elementary School	21.8	34.4	271	0.82	0.66	75.8	76.4	0.62	19.3	19.9	—	75,484	75,484	2.15	3.05	96.5	76,544
Junior High School	7.52	11.8	93.2	0.28	0.23	26.1	26.3	0.21	6.64	6.85	—	25,999	25,999	0.74	1.05	33.2	26,364
Place of Worship	1.78	2.81	22.1	0.07	0.05	6.19	6.25	0.05	1.57	1.63	—	6,169	6,169	0.18	0.25	7.88	6,256
Total	219	333	2,626	7.87	6.33	730	736	5.96	186	192	—	727,489	727,489	21.1	29.6	929	737,770

4.2. Energy

4.2.1. Electricity Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	25,566	25,566	2.48	0.30	—	25,718
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	2,046	2,046	0.20	0.02	—	2,058

Apartments	—	—	—	—	—	—	—	—	—	—	—	10,171	10,171	0.98	0.12	—	10,231
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	11,987	11,987	1.16	0.14	—	12,058
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	25,214	25,214	2.44	0.30	—	25,363
General Office Building	—	—	—	—	—	—	—	—	—	—	—	13,990	13,990	1.35	0.16	—	14,073
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	6,710	6,710	0.65	0.08	—	6,750
Junior High School	—	—	—	—	—	—	—	—	—	—	—	2,237	2,237	0.22	0.03	—	2,250
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	1,764	1,764	0.17	0.02	—	1,775
Total	—	—	—	—	—	—	—	—	—	—	—	99,685	99,685	9.65	1.17	—	100,275
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	25,566	25,566	2.48	0.30	—	25,718
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	2,046	2,046	0.20	0.02	—	2,058
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	10,171	10,171	0.98	0.12	—	10,231
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	11,987	11,987	1.16	0.14	—	12,058

Strip Mall	—	—	—	—	—	—	—	—	—	—	—	25,214	25,214	2.44	0.30	—	25,363
General Office Building	—	—	—	—	—	—	—	—	—	—	—	13,990	13,990	1.35	0.16	—	14,073
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	6,710	6,710	0.65	0.08	—	6,750
Junior High School	—	—	—	—	—	—	—	—	—	—	—	2,237	2,237	0.22	0.03	—	2,250
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	1,764	1,764	0.17	0.02	—	1,775
Total	—	—	—	—	—	—	—	—	—	—	—	99,685	99,685	9.65	1.17	—	100,275
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	4,233	4,233	0.41	0.05	—	4,258
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	339	339	0.03	< 0.005	—	341
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	1,684	1,684	0.16	0.02	—	1,694
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	1,985	1,985	0.19	0.02	—	1,996
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	4,174	4,174	0.40	0.05	—	4,199
General Office Building	—	—	—	—	—	—	—	—	—	—	—	2,316	2,316	0.22	0.03	—	2,330
City Park	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	—	0.00

Elementary School	—	—	—	—	—	—	—	—	—	—	—	1,111	1,111	0.11	0.01	—	1,117
Junior High School	—	—	—	—	—	—	—	—	—	—	—	370	370	0.04	< 0.005	—	372
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	292	292	0.03	< 0.005	—	294
Total	—	—	—	—	—	—	—	—	—	—	—	16,504	16,504	1.60	0.19	—	16,602

4.2.3. Natural Gas Emissions By Land Use - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	1.38	23.6	10.0	0.15	1.91	—	1.91	1.91	—	1.91	—	29,945	29,945	2.65	0.06	—	30,028
Retirement Community	0.11	1.89	0.81	0.01	0.15	—	0.15	0.15	—	0.15	—	2,401	2,401	0.21	< 0.005	—	2,408
Apartments Low Rise	0.55	9.41	4.00	0.06	0.76	—	0.76	0.76	—	0.76	—	11,939	11,939	1.06	0.02	—	11,972
Apartments Mid Rise	0.58	9.90	4.21	0.06	0.80	—	0.80	0.80	—	0.80	—	12,562	12,562	1.11	0.02	—	12,597
Strip Mall	0.40	7.18	6.03	0.04	0.55	—	0.55	0.55	—	0.55	—	8,570	8,570	0.76	0.02	—	8,593
General Office Building	0.31	5.55	4.66	0.03	0.42	—	0.42	0.42	—	0.42	—	6,625	6,625	0.59	0.01	—	6,643
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00

Elementa School	1.00	18.2	15.3	0.11	1.38	—	1.38	1.38	—	1.38	—	21,715	21,715	1.92	0.04	—	21,775
Junior High School	0.33	6.07	5.10	0.04	0.46	—	0.46	0.46	—	0.46	—	7,238	7,238	0.64	0.01	—	7,258
Place of Worship	0.11	2.04	1.71	0.01	0.15	—	0.15	0.15	—	0.15	—	2,431	2,431	0.22	< 0.005	—	2,438
Total	4.77	83.8	51.8	0.52	6.59	—	6.59	6.59	—	6.59	—	103,427	103,427	9.15	0.19	—	103,714
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	1.38	23.6	10.0	0.15	1.91	—	1.91	1.91	—	1.91	—	29,945	29,945	2.65	0.06	—	30,028
Retirement Community	0.11	1.89	0.81	0.01	0.15	—	0.15	0.15	—	0.15	—	2,401	2,401	0.21	< 0.005	—	2,408
Apartments Low Rise	0.55	9.41	4.00	0.06	0.76	—	0.76	0.76	—	0.76	—	11,939	11,939	1.06	0.02	—	11,972
Apartments Mid Rise	0.58	9.90	4.21	0.06	0.80	—	0.80	0.80	—	0.80	—	12,562	12,562	1.11	0.02	—	12,597
Strip Mall	0.40	7.18	6.03	0.04	0.55	—	0.55	0.55	—	0.55	—	8,570	8,570	0.76	0.02	—	8,593
General Office Building	0.31	5.55	4.66	0.03	0.42	—	0.42	0.42	—	0.42	—	6,625	6,625	0.59	0.01	—	6,643
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Elementary School	1.00	18.2	15.3	0.11	1.38	—	1.38	1.38	—	1.38	—	21,715	21,715	1.92	0.04	—	21,775
Junior High School	0.33	6.07	5.10	0.04	0.46	—	0.46	0.46	—	0.46	—	7,238	7,238	0.64	0.01	—	7,258

Place of Worship	0.11	2.04	1.71	0.01	0.15	—	0.15	0.15	—	0.15	—	2,431	2,431	0.22	< 0.005	—	2,438
Total	4.77	83.8	51.8	0.52	6.59	—	6.59	6.59	—	6.59	—	103,427	103,427	9.15	0.19	—	103,714
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	0.25	4.31	1.83	0.03	0.35	—	0.35	0.35	—	0.35	—	4,958	4,958	0.44	0.01	—	4,972
Retirement Community	0.02	0.35	0.15	< 0.005	0.03	—	0.03	0.03	—	0.03	—	398	398	0.04	< 0.005	—	399
Apartments Low Rise	0.10	1.72	0.73	0.01	0.14	—	0.14	0.14	—	0.14	—	1,977	1,977	0.17	< 0.005	—	1,982
Apartments Mid Rise	0.11	1.81	0.77	0.01	0.15	—	0.15	0.15	—	0.15	—	2,080	2,080	0.18	< 0.005	—	2,086
Strip Mall	0.07	1.31	1.10	0.01	0.10	—	0.10	0.10	—	0.10	—	1,419	1,419	0.13	< 0.005	—	1,423
General Office Building	0.06	1.01	0.85	0.01	0.08	—	0.08	0.08	—	0.08	—	1,097	1,097	0.10	< 0.005	—	1,100
City Park	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	—	0.00	0.00	0.00	0.00	—	0.00
Elementary School	0.18	3.32	2.79	0.02	0.25	—	0.25	0.25	—	0.25	—	3,595	3,595	0.32	0.01	—	3,605
Junior High School	0.06	1.11	0.93	0.01	0.08	—	0.08	0.08	—	0.08	—	1,198	1,198	0.11	< 0.005	—	1,202
Place of Worship	0.02	0.37	0.31	< 0.005	0.03	—	0.03	0.03	—	0.03	—	402	402	0.04	< 0.005	—	404
Total	0.87	15.3	9.46	0.09	1.20	—	1.20	1.20	—	1.20	—	17,123	17,123	1.52	0.03	—	17,171

4.3. Area Emissions by Source

4.3.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Source	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	2,309	70.3	3,703	7.34	509	—	509	502	—	502	56,932	33,816	90,748	171	2.78	—	95,849
Consumer Products	390	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	35.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	88.0	7.06	776	0.04	0.71	—	0.71	0.54	—	0.54	—	2,454	2,454	0.10	0.02	—	2,463
Total	2,822	77.3	4,479	7.37	510	—	510	502	—	502	56,932	36,270	93,202	171	2.80	—	98,312
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	2,309	70.3	3,703	7.34	509	—	509	502	—	502	56,932	33,816	90,748	171	2.78	—	95,849
Consumer Products	390	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	35.6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	2,734	70.3	3,703	7.34	509	—	509	502	—	502	56,932	33,816	90,748	171	2.78	—	95,849
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Hearths	94.7	2.88	152	0.30	20.9	—	20.9	20.6	—	20.6	2,118	1,258	3,375	6.36	0.10	—	3,565

Consumer Products	71.1	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Architectural Coatings	6.50	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Landscape Equipment	7.92	0.64	69.9	< 0.005	0.06	—	0.06	0.05	—	0.05	—	200	200	0.01	< 0.005	—	201
Total	180	3.52	222	0.30	20.9	—	20.9	20.6	—	20.6	2,118	1,458	3,576	6.37	0.10	—	3,766

4.4. Water Emissions by Land Use

4.4.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	202	1,105	1,307	20.8	0.51	—	1,979
Retirement Community	—	—	—	—	—	—	—	—	—	—	31.0	47.4	78.4	3.19	0.08	—	181
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	154	236	390	15.9	0.38	—	899
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	179	273	452	18.4	0.44	—	1,042
Strip Mall	—	—	—	—	—	—	—	—	—	—	440	671	1,111	45.2	1.08	—	2,563

General Office Building	—	—	—	—	—	—	—	—	—	—	244	372	616	25.0	0.60	—	1,420
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Elementary School	—	—	—	—	—	—	—	—	—	—	87.1	133	220	8.95	0.21	—	508
Junior High School	—	—	—	—	—	—	—	—	—	—	20.7	31.5	52.2	2.12	0.05	—	120
Place of Worship	—	—	—	—	—	—	—	—	—	—	11.0	16.7	27.7	1.13	0.03	—	63.9
Total	—	—	—	—	—	—	—	—	—	—	1,369	2,886	4,255	141	3.37	—	8,777
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	202	1,105	1,307	20.8	0.51	—	1,979
Retirement Community	—	—	—	—	—	—	—	—	—	—	31.0	47.4	78.4	3.19	0.08	—	181
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	154	236	390	15.9	0.38	—	899
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	179	273	452	18.4	0.44	—	1,042
Strip Mall	—	—	—	—	—	—	—	—	—	—	440	671	1,111	45.2	1.08	—	2,563
General Office Building	—	—	—	—	—	—	—	—	—	—	244	372	616	25.0	0.60	—	1,420
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005

Elementary	—	—	—	—	—	—	—	—	—	—	87.1	133	220	8.95	0.21	—	508
Junior High School	—	—	—	—	—	—	—	—	—	—	20.7	31.5	52.2	2.12	0.05	—	120
Place of Worship	—	—	—	—	—	—	—	—	—	—	11.0	16.7	27.7	1.13	0.03	—	63.9
Total	—	—	—	—	—	—	—	—	—	—	1,369	2,886	4,255	141	3.37	—	8,777
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	33.5	183	216	3.45	0.08	—	328
Retirement Community	—	—	—	—	—	—	—	—	—	—	5.14	7.84	13.0	0.53	0.01	—	29.9
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	25.6	39.0	64.6	2.62	0.06	—	149
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	29.6	45.2	74.8	3.04	0.07	—	173
Strip Mall	—	—	—	—	—	—	—	—	—	—	72.8	111	184	7.48	0.18	—	424
General Office Building	—	—	—	—	—	—	—	—	—	—	40.4	61.6	102	4.15	0.10	—	235
City Park	—	—	—	—	—	—	—	—	—	—	0.00	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005
Elementary School	—	—	—	—	—	—	—	—	—	—	14.4	22.0	36.4	1.48	0.04	—	84.0
Junior High School	—	—	—	—	—	—	—	—	—	—	3.42	5.22	8.64	0.35	0.01	—	19.9
Place of Worship	—	—	—	—	—	—	—	—	—	—	1.82	2.77	4.59	0.19	< 0.005	—	10.6

Total	—	—	—	—	—	—	—	—	—	—	227	478	704	23.3	0.56	—	1,453

4.5. Waste Emissions by Land Use

4.5.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	1,005	0.00	1,005	100	0.00	—	3,516
Retirement Community	—	—	—	—	—	—	—	—	—	—	633	0.00	633	63.3	0.00	—	2,216
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	977	0.00	977	97.6	0.00	—	3,417
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	1,133	0.00	1,133	113	0.00	—	3,963
Strip Mall	—	—	—	—	—	—	—	—	—	—	1,754	0.00	1,754	175	0.00	—	6,138
General Office Building	—	—	—	—	—	—	—	—	—	—	359	0.00	359	35.9	0.00	—	1,256
City Park	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Elementary School	—	—	—	—	—	—	—	—	—	—	1,099	0.00	1,099	110	0.00	—	3,844
Junior High School	—	—	—	—	—	—	—	—	—	—	366	0.00	366	36.6	0.00	—	1,281

Place of Worship	—	—	—	—	—	—	—	—	—	—	562	0.00	562	56.2	0.00	—	1,966
Total	—	—	—	—	—	—	—	—	—	—	7,893	0.00	7,893	789	0.00	—	27,613
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	1,005	0.00	1,005	100	0.00	—	3,516
Retirement Community	—	—	—	—	—	—	—	—	—	—	633	0.00	633	63.3	0.00	—	2,216
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	977	0.00	977	97.6	0.00	—	3,417
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	1,133	0.00	1,133	113	0.00	—	3,963
Strip Mall	—	—	—	—	—	—	—	—	—	—	1,754	0.00	1,754	175	0.00	—	6,138
General Office Building	—	—	—	—	—	—	—	—	—	—	359	0.00	359	35.9	0.00	—	1,256
City Park	—	—	—	—	—	—	—	—	—	—	4.85	0.00	4.85	0.48	0.00	—	17.0
Elementary School	—	—	—	—	—	—	—	—	—	—	1,099	0.00	1,099	110	0.00	—	3,844
Junior High School	—	—	—	—	—	—	—	—	—	—	366	0.00	366	36.6	0.00	—	1,281
Place of Worship	—	—	—	—	—	—	—	—	—	—	562	0.00	562	56.2	0.00	—	1,966
Total	—	—	—	—	—	—	—	—	—	—	7,893	0.00	7,893	789	0.00	—	27,613
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Single Family Housing	—	—	—	—	—	—	—	—	—	—	166	0.00	166	16.6	0.00	—	582
Retirement Community	—	—	—	—	—	—	—	—	—	—	105	0.00	105	10.5	0.00	—	367
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	162	0.00	162	16.2	0.00	—	566
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	188	0.00	188	18.7	0.00	—	656
Strip Mall	—	—	—	—	—	—	—	—	—	—	290	0.00	290	29.0	0.00	—	1,016
General Office Building	—	—	—	—	—	—	—	—	—	—	59.4	0.00	59.4	5.94	0.00	—	208
City Park	—	—	—	—	—	—	—	—	—	—	0.80	0.00	0.80	0.08	0.00	—	2.81
Elementary School	—	—	—	—	—	—	—	—	—	—	182	0.00	182	18.2	0.00	—	636
Junior High School	—	—	—	—	—	—	—	—	—	—	60.6	0.00	60.6	6.06	0.00	—	212
Place of Worship	—	—	—	—	—	—	—	—	—	—	93.0	0.00	93.0	9.30	0.00	—	326
Total	—	—	—	—	—	—	—	—	—	—	1,307	0.00	1,307	131	0.00	—	4,572

4.6. Refrigerant Emissions by Land Use

4.6.1. Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	44.9	44.9
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.64	6.64
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.6	18.6
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.5	19.5
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.3	19.3
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.74	1.74
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.06	6.06
Junior High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.02	2.02
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.71	0.71
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	119	119
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	44.9	44.9

Retirement Community	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.64	6.64
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	18.6	18.6
Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.5	19.5
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.3	19.3
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.74	1.74
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	6.06	6.06
Junior High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	2.02	2.02
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.71	0.71
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	119	119
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Single Family Housing	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	7.43	7.43
Retirement Community	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.10	1.10
Apartments Low Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.08	3.08

Apartments Mid Rise	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.24	3.24
Strip Mall	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	3.20	3.20
General Office Building	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.29	0.29
City Park	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00
Elementary School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1.00	1.00
Junior High School	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.33	0.33
Place of Worship	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	0.12	0.12
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	19.8	19.8

5. Activity Data

5.9. Operational Mobile Sources

5.9.1. Unmitigated

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Single Family Housing	30,321	30,642	27,463	10,934,955	594,314	600,610	538,282	214,331,157
Retirement Community	1,627	1,627	1,627	593,818	31,888	31,888	31,888	11,639,170
Apartments Low Rise	15,931	15,931	15,931	5,814,998	312,266	312,266	312,266	113,977,158
Apartments Mid Rise	18,473	18,473	18,473	6,742,645	362,081	362,081	362,081	132,159,560
Strip Mall	137,392	130,324	63,333	45,917,886	3,687,453	3,497,755	1,699,789	1,232,386,387

General Office Building	6,974	1,582	501	1,926,822	187,170	42,469	13,452	51,713,830
City Park	81.6	205	229	43,906	2,190	5,502	6,148	1,178,386
Elementary School	30,610	0.00	0.00	7,980,590	821,552	0.00	0.00	214,190,413
Junior High School	10,543	0.00	0.00	2,748,779	282,970	0.00	0.00	73,774,258
Place of Worship	1,272	1,096	5,055	652,218	34,126	29,412	135,668	17,504,826

5.10. Operational Area Sources

5.10.1. Hearths

5.10.1.1. Unmitigated

Hearth Type	Unmitigated (number)
Single Family Housing	—
Wood Fireplaces	482
Gas Fireplaces	1606
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	1124
Conventional Wood Stoves	161
Catalytic Wood Stoves	161
Non-Catalytic Wood Stoves	161
Pellet Wood Stoves	0
Retirement Community	—
Wood Fireplaces	0
Gas Fireplaces	148
Propane Fireplaces	0
Electric Fireplaces	0

No Fireplaces	345
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Low Rise	—
Wood Fireplaces	0
Gas Fireplaces	735
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	1716
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0
Apartments Mid Rise	—
Wood Fireplaces	0
Gas Fireplaces	853
Propane Fireplaces	0
Electric Fireplaces	0
No Fireplaces	1989
Conventional Wood Stoves	0
Catalytic Wood Stoves	0
Non-Catalytic Wood Stoves	0
Pellet Wood Stoves	0

5.10.2. Architectural Coatings

Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
24527529	8,175,843	9,134,745	3,044,915	—

5.10.3. Landscape Equipment

Season	Unit	Value
Snow Days	day/yr	0.00
Summer Days	day/yr	180

5.11. Operational Energy Consumption

5.11.1. Unmitigated

Electricity (kWh/yr) and CO2 and CH4 and N2O and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	CO2	CH4	N2O	Natural Gas (kBTU/yr)
Single Family Housing	27,384,578	341	0.0330	0.0040	93,437,162
Retirement Community	2,191,320	341	0.0330	0.0040	7,493,172
Apartments Low Rise	10,894,373	341	0.0330	0.0040	37,253,072
Apartments Mid Rise	12,839,619	341	0.0330	0.0040	39,198,263
Strip Mall	27,007,431	341	0.0330	0.0040	26,739,362
General Office Building	14,985,405	341	0.0330	0.0040	20,670,219
City Park	0.00	341	0.0330	0.0040	0.00
Elementary School	7,187,183	341	0.0330	0.0040	67,757,353
Junior High School	2,395,728	341	0.0330	0.0040	22,585,784
Place of Worship	1,889,866	341	0.0330	0.0040	7,584,852

5.12. Operational Water and Wastewater Consumption

5.12.1. Unmitigated

Land Use	Indoor Water (gal/year)	Outdoor Water (gal/year)
Single Family Housing	105,566,957	529,034,343
Retirement Community	16,203,148	14.1
Apartments Low Rise	80,555,608	14.1
Apartments Mid Rise	93,406,380	14.1
Strip Mall	229,624,817	11.5
General Office Building	127,257,364	11.5
City Park	0.00	25.6
Elementary School	45,471,806	25.6
Junior High School	10,779,011	25.6
Place of Worship	5,724,306	11.5

5.13. Operational Waste Generation

5.13.1. Unmitigated

Land Use	Waste (ton/year)	Cogeneration (kWh/year)
Single Family Housing	1,864	—
Retirement Community	1,175	—
Apartments Low Rise	1,812	—
Apartments Mid Rise	2,102	—
Strip Mall	3,255	—
General Office Building	666	—
City Park	9.00	—
Elementary School	2,039	—
Junior High School	680	—
Place of Worship	1,043	—

5.14. Operational Refrigeration and Air Conditioning Equipment

5.14.1. Unmitigated

Land Use Type	Equipment Type	Refrigerant	GWP	Quantity (kg)	Operations Leak Rate	Service Leak Rate	Times Serviced
Single Family Housing	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Single Family Housing	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Retirement Community	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Retirement Community	Household refrigerators and/or freezers	R-134a	1,430	0.22	0.60	0.00	1.00
Apartments Low Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Low Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Apartments Mid Rise	Average room A/C & Other residential A/C and heat pumps	R-410A	2,088	< 0.005	2.50	2.50	10.0
Apartments Mid Rise	Household refrigerators and/or freezers	R-134a	1,430	0.12	0.60	0.00	1.00
Strip Mall	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Strip Mall	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00
Strip Mall	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
General Office Building	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00

General Office Building	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
City Park	Stand-alone retail refrigerators and freezers	R-134a	1,430	0.04	1.00	0.00	1.00
Elementary School	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
Elementary School	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Elementary School	Stand-alone retail refrigerators and freezers	R-134a	1,430	< 0.005	1.00	0.00	1.00
Elementary School	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
Junior High School	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
Junior High School	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Junior High School	Stand-alone retail refrigerators and freezers	R-134a	1,430	< 0.005	1.00	0.00	1.00
Junior High School	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0
Place of Worship	Household refrigerators and/or freezers	R-134a	1,430	0.02	0.60	0.00	1.00
Place of Worship	Other commercial A/C and heat pumps	R-410A	2,088	< 0.005	4.00	4.00	18.0
Place of Worship	Stand-alone retail refrigerators and freezers	R-134a	1,430	< 0.005	1.00	0.00	1.00
Place of Worship	Walk-in refrigerators and freezers	R-404A	3,922	< 0.005	7.50	7.50	20.0

8. User Changes to Default Data

Screen	Justification
Land Use	Adding acreage from SP and LU types. Excluded fire station and also kept non-land uses generic. Added 266 HD units as proposed project.
Operations: Vehicle Data	Using 3.3 trips/du age restricted uses and 6.5 trips/du for MF uses per transportation analysis.

Attachment B

(*Combined CEQA Document*)— Transportation Impact Analysis for Rezoning of Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan (Fehr & Peers, August 7, 2023)

FEHR PEERS

Technical Memorandum

Date:	August 7, 2023
To:	Scott Canel, Pine Island Apartments LLC, FD34 Development LLC
From:	John Gard, PE & Adrita Islam, Fehr & Peers
Subject:	**Transportation Impact Analysis for Rezoning of Various Parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan**

RS23-4280

This technical memorandum documents the trip generation and vehicle miles traveled (VMT) estimates for the existing and proposed land uses for the following parcels in the Campus Oaks Master Plan and Sierra Vista Specific Plan within the City of Roseville:

- Campus Oaks Master Plan (COMP) Parcel CO-52
- Sierra Vista Specific Plan (SVSP) Parcels WB-30, WB-32, WB-52, and FD-34

This analysis has been prepared in accordance with current California Environmental Quality Act (CEQA) guidelines and specific methods related to VMT analysis utilized by the City of Roseville.

Project Description

According to the *Campus Oaks and Sierra Vista Amendments Project Scope of Work for Preparation of CEQA Documentation* (Remy Moose Manley, June 13, 2023), the proposed project would result in rezonings, unit transfers, and/or density bonuses to 5 distinct parcels in these two plan areas. These changes are described below:

COMP Parcel CO-52: The proposed project would rezone this parcel from MP/SA (Industrial/Business Park/Special Area) to R3 (Multi-Family Housing). It would also redesignate the land use from T/BP LI (Tech Park/Business Professional – Light Industrial) to HDR (High-Density Residential in both the General Plan and Master Plan). Within the City's travel demand model, it would replace 150,000 square feet of high-tech industrial space with 285 multi-family dwelling units. This 17.65-acre parcel is situated on the east side of Roseville Parkway south of Blue Oaks Boulevard.

SVSP Parcel WB-30: The proposed project would increase the number of multi-family units on this parcel from 237 to 355. All units would be affordable and intended for senior citizens. This 8.06-acre parcel is situated in the northeast quadrant of the Pleasant Grove Boulevard/Santucci Boulevard intersection.

SVSP Parcel WB-32: The proposed project would increase the number of multi-family dwelling units on this parcel from 128 to 192. This 5.11-acre parcel is situated on the west side of Santucci Boulevard opposite Solaire Drive.

SVSP Parcel WB-52: The proposed project would rezone and redesignate (in the General Plan and Specific Plan) this parcel from Park uses (PR) to High-Density Residential (HDR). Parcel WB-52 would be developed for private recreational facilities to serve current and future residents of Parcels WB-30, WB-31, and W-16 and not with housing. This 1.5-acre parcel is situated between SVSP Parcels WB-30 and WB-31.

SVSP Parcel FD-34: The proposed project would increase the number of multi-family dwelling units on this parcel from 172 to 256. This 7.04-acre parcel is situated in the southeast quadrant of the Westbrook Boulevard/Federico Drive intersection.

The above explanation intentionally does not describe whether unit transfers, rezonings, or density bonuses are being applied for specific parcels. See the Combined CEQA Document project description for those details. Instead, the net change in land use to be made within the City's travel demand model for "No Project" and "Plus Project" is described.

Table 1 summarizes the land use changes associated with the proposed project. The proposed project would replace 150,000 square feet of high tech industrial space in the Campus Oaks Master Plan with 285 multi-family dwelling units. It would result in a net increase of 266 multi-family dwelling units within the Sierra Vista Specific Plan.

The City of Roseville travel demand model includes single-family, multi-family, and single-family age-restricted land use categories. But like most travel demand models, it does not differentiate between market-rate and affordable units, and it also does not have a land use category for affordable, attached, senior housing. Hence, Table 1 does not differentiate between affordable versus market and traditional versus age-restricted units.

Table 1: Existing Zoning and Proposed Project Land Use

Parcel	Existing Zoning			Proposed Amendment		
	Land Use Designation	Residential (DU)	Non-Residential (KSF)	Land Use Designation	Residential (DU)	Non-Residential (KSF)
CO-52	T/BP LI (MP/SA)	0	150	HDR (R3)	285	0
Campus Oaks MP Total	-	**0**	**150**	-	**285**	**0**
Campus Oaks MP Change	-	-	-	-	**+285**	**-150**
WB-30	HDR (R3)	237	-	HDR (R3)	355	-
WB-32	HDR (R3)	128	-	HDR (R3)	192	-
WB-52	PR	-	-	HDR (R3)	0	-
FD-34	HDR (R3)	172	-	HDR (R3)	256	-
Sierra Vista SP Total	-	**537**	**0**	-	**803**	**0**
Sierra Vista SP Change	-	-	-	-	**+266**	**0**
Both Plan Total	-	**537**	**150**		**1,088**	**0**
Both Plans Change					**+551**	**-150**

Notes:
Land Use Designation
T/BP LI (MP/SA) – Tech Park/Business Professional – Light Industrial (Industrial/Business Park/Special Area)
HDR (R3) – High-Density Residential (Multi-Family Housing)
PR – Park/ Open Space
Source:
Campus Oaks and Sierra Vista Amendments Project– Scope of Work for Preparation of CEQA Documentation (Remy Moose Manley, June 13, 2023)

Project Travel Characteristics – Trip Generation

Table 2 shows the trip generation comparison for daily, AM peak hour, and PM peak hour conditions between the "No Project" and "Plus Project" scenarios. The comparison was performed using trip rates from the City of Roseville travel demand model. This model was calibrated to 2019/2020 conditions and found to meet all applicable Caltrans standards for model validation. The use of City of Roseville model trip rates is appropriate (versus other data sources) because the subsequent VMT calculations using the City's travel demand model rely on those same trip rates.

Table 2: Proposed Project Trip Generation

Parcel	Existing Zoning Trip Generation				Proposed Amendment Trip Generation			
	Model Land Use	Daily	AM Peak Hour	PM Peak Hour	Model Land Use	Daily	AM Peak Hour	PM Peak Hour
CO-52	HTI	1,575	108	183	MFDU	1,853	126	165
Campus Oaks MP Total	-	**1,575**	**108**	**183**	-	**1,853**	**126**	**165**
Campus Oaks MP Change	-	-	-	-	-	**+278**	**+18**	**-18**
WB-30	MFDU	1,541	104	137	ARDU [1]	1,172	53	85
WB-32	MFDU	832	56	74	MFDU	1,248	84	111
WB-52	MFDU	0	0	0	MFDU	0	0	0
FD-34	MFDU	1,118	76	100	MFDU	1,664	113	148
Sierra Vista SP Total	-	**3,491**	**238**	**311**	-	**4,084**	**250**	**345**
Sierra Vista SP Change	-	-	-	-	-	**+593**	**+12**	**+34**
Both Plans Total	-	**5,066**	**346**	**494**	**-**	**5,937**	**376**	**510**
Both Plans Change	-					**+871**	**+30**	**+16**

Notes:
[1] These trip rates represent detached, market-rate, single-family, active-adult (55+) units. They were nonetheless used here to represent the affordable, senior housing proposed on this parcel because the resulting trip generation estimates are more reasonable than applying standard multi-family which is nearly twice as high. The ARDU trip estimates shown are still an overestimate because they do not consider that these units are attached and affordable.
Model Land Use and Trip Generation Rates:
HTI – High-Tech Industrial (Daily 10.5/KSF, AM Peak Hour 0.72/KSF, PM Peak Hour 1.22/KSF)
MFDU – Multi-Family Residential (Daily 6.5/DU, AM Peak Hour 0.44/DU, PM Peak Hour 0.58/DU)
ARDU – Age-Restricted Residential (Daily 3.3/DU, AM Peak Hour 0.15/DU, PM Peak Hour 0.24/DU).
Source:
City of Roseville Travel Demand Model Development Report (Fehr & Peers, 2021)
Fehr & Peers, 2023

Table 2 shows that for Campus Oaks MP, the proposed project would cause a net increase of 278 daily trips generated by Parcel CO-52 and a net increase of 593 daily trips in the Sierra Vista SP. Overall, a net increase of 871 daily trips is expected.[1]

[1] These calculations focus solely on the net change in trips generated by each parcel. Results could differ if the trip generation comparison instead focused on the entire specific or master plan. However, that metric is also addressed to some degree by the VMT calculations the follow.

Vehicle Miles Traveled (VMT)

Regulatory Background

Senate Bill 743

Senate Bill (SB) 743, passed in 2013, required the California Governor's Office of Planning and Research (OPR) to develop new CEQA guidelines that address traffic metrics under CEQA. As stated in the legislation, upon adoption of the new guidelines, "automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to this division, except in locations specifically identified in the guidelines, if any." In December 2018, OPR published *Technical Advisory on Evaluating Transportation Impacts in CEQA ("Technical Advisory")*, which provided guidance for implementing SB 743. On December 28, 2018, the Resources Agency adopted CEQA Guidelines Section 15064.3. Under this guideline, VMT is the primary metric used to identify transportation impacts. On July 1, 2020, the provisions of Section 15064.3 became effective statewide.

VMT is now utilized in CEQA to analyze a proposed project's impacts to the roadway system (in lieu of intersection Level of Service). Since the prior CEQA analyses performed for the study areas did not consider VMT in their traffic impact assessments, it is not necessarily required here. Nevertheless, they were performed here to provide a complete understanding of the project's transportation effects on VMT.

City of Roseville 2035 General Plan

- **Policy CIRC4.3:** Specific Plan Amendments and land use development projects not included in a Specific Plan shall be evaluated for consistency with the City's VMT Impact Standards.
- **Policy CIRC4.4:** If the evaluation required by CIRC4.3 finds a Specific Plan Amendment or land use development project not included in an adopted Specific Plan is inconsistent with thresholds established within the City's VMT Impact Standards, on-site land use, transportation, and urban design-related VMT-reducing features should be prioritized to demonstrate consistency. If feasible on-site features cannot achieve the VMT threshold, Specific Plan Amendments and land use development projects outside Specific Plan Areas may demonstrate equivalent consistency through off-site actions or fair-share fee contributions, or if consistency cannot be achieved, shall implement all feasible measures.

City of Roseville Design Standards (2023)

Section 4 of the *City of Roseville Design Standards (2023)* contains helpful guidance on how to calculate VMT, how to set VMT significance of impact thresholds. Specific language is as follows:

- VMT estimates are to be produced using the City of Roseville travel demand model.
- A land use amendment or rezone which only slightly increases trip generation may not require extensive modeling in order to demonstrate the VMT increase is minor or absent.
- If a proposed project can be shown to result in a net overall decrease in total City VMT when compared to baseline VMT, the project would lead to a less-than-significant VMT impact.

While Table 2 shows a modest 871 daily trip increase associated with the proposed project[2], a VMT analysis was nonetheless performed because there would be a net increase in units within the SVSP, which is in the most westerly part of the City (i.e., further from downtown, SR 65, etc. than most other planning areas). Because VMT is the product of trip rate and trip length, it made sense to further explore this topic given this geographic consideration.

VMT Analysis

By definition, one vehicle mile traveled (VMT) occurs when one vehicle is driven on a roadway for one mile. Regardless of how many people are traveling in the vehicle, each vehicle traveling on a roadway generates one VMT for each mile it travels.

For the purposes of this study, the total VMT generated by the SVSP and North Industrial Area (for which the Campus Oaks Master Plan belongs) was calculated in a manner consistent with City suggested practices. Per the *City of Roseville Design Standards (2023)*, VMT is calculated for a typical weekday and represents the full length of a given trip (i.e., are not truncated at jurisdiction boundaries). The VMT values are for trips beginning or ending in the City. Trips passing through the City without stopping are not included in these VMT estimates.

The VMT calculations were performed for each specific plan or planning area for the following scenarios:

- Existing Zoning (i.e., "No Project")
- Proposed Land Use Amendments ("Proposed Project")

The results are shown in **Table 3**. Refer to **Appendix A** for calculations.

Table 3: Total Weekday VMT Generated by the Plan Areas

Specific Plan	Total Weekday VMT for Existing Zoning/Use	Total Weekday VMT for Proposed Amendment Zoning/Use	Change in VMT
Campus Oaks (North Industrial)	1,278,346	1,273,457	**-4,889 (-0.4%)**
Sierra Vista	863,187	865,700	**+2,513(+0.3%)**
		Combined Change	**-2,376**

Notes:
Total VMT is calculated using City of Roseville Cumulative (2035) Travel Demand Model
Source:
Fehr & Peers, 2023.

[2] 'Modest' is used in this context because the corresponding increase during the PM peak hour (16 trips per Table 2) is considerably less than the minimum 50 peak hour trip threshold the City of Roseville utilizes to determine whether a transportation impact study is needed.

Table 3 indicates that the proposed project would result in a net combined decrease of 2,376 VMT in the Campus Oaks North Industrial Planning Area and Sierra Vista Specific Plan area. Accordingly, VMT impacts associated with the proposed project would be considered less-than-significant and no mitigation is recommended.[3]

We decided to further explore why a net decrease in VMT is projected despite the net increase in daily trips. SVSP Parcel WB-30 is one of the drivers of this finding. The 237 multi-family units permitted under the existing zoning would have an average trip rate of 6.5 trips per day averaging 6.7 miles in length. This results in 10,321 VMT. In contrast, the proposed age-restricted uses (355 units) would have an average trip rate of 3.3 trips per day averaging 5.6 miles in length. This results in 6,560 VMT or a 3,700 VMT savings (despite adding 118 units). Additionally, for Campus Oaks Parcel CO-52, the average trip length with multi-family zoning is 5.0 miles, whereas the average trip length of the existing industrial/business land use type is 7.6 miles, a 52% increase. This more than offsets the 18% increase in daily trips generated with the rezone, resulting in a net decrease of 2,700 VMT generated by that parcel.

General Plan LOS Policy Consistency Evaluation

Although LOS is no longer used to analyze a proposed project's impacts to the roadway system under CEQA, it was assessed in a limited capacity for the City's use to consider the proposed project's consistency with the City of Roseville General Plan LOS policy. This policy requires that at least 70% of signalized intersections operate at LOS C or better during peak hours. Under cumulative PM peak hour conditions, about 72% are projected to operate at LOS C.

Parcels WB-30 and WB-32 are situated less than one mile to the west of the signalized Pleasant Grove Boulevard/Westbrook Boulevard intersection, which operates near the cusp of LOS C/D under cumulative PM peak hour conditions. Thus, the City would be interested in knowing whether the proposed land use amendments would cause this intersection to worsen from LOS C to D, which would be one degraded intersection closer to not meeting the applicable General Plan LOS policy standard.

The City of Roseville travel demand model was used to develop cumulative PM peak hour forecasts at this intersection assuming the proposed land use amendments. Traffic operations were then analyzed at this intersection using the same analysis methodology (i.e., Synchro) as was used in the General Plan analysis. **Table 4** presents the results. See **Appendix B** for technical calculations.

[3] As a check, we also calculated the net change in citywide VMT between the No Project and Proposed Project scenarios. A net decrease of 8,565 VMT is expected. This value is only slightly different than the decrease shown in Table 3, with the change attributable to 'noise' in the model (i.e., changes in travel behaviors from adjacent plan areas due to the rezonings).

Table 4: PM Peak Hour Intersection Operations – Cumulative Conditions

Intersection	Traffic Control	Existing Zoning		Proposed Amendment	
		Delay	LOS	Delay	LOS
Westbrook Boulevard / Pleasant Grove Boulevard	Signal	34.2	C	34.4	C

Note:
Average intersection delay is reported in seconds per vehicle. The cusp between LOS C and D is 35 seconds.
Cumulative results for Existing Zoning are from cumulative plus project analysis for *Roseville Soccer Complex TIS* (Fehr & Peers, 2022).
Source:
Fehr & Peers, 2023.

According to Table 4, the Westbrook Boulevard/Pleasant Grove Boulevard intersection would continue to operate at a cumulative LOS C during the PM peak hour with the proposed land use amendments. Thus, the proposed land use amendments would not contribute to further declines in the proportion of signalized intersections that would cumulatively operate at LOS C or better during the PM peak hour[4].

[4] As Table 2 shows, the proposed project would result in a net increase of 16 PM peak hour trips. Thus, it is highly unlikely that a signalized intersection elsewhere in the city would degrade from LOS C to D due to the project.

Appendix A – VMT Calculations

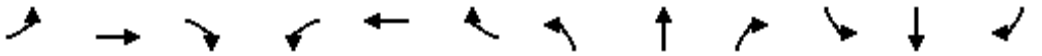
Total VMT by Plan Area - Existing Zoning

AREA	VOL_II	VOL_IX	VOL_XI	VOL_TOT	VMT_II	VMT_IX	VMT_XI	VMT_TOT	Subarea
2	430,978.40	448,357.34	448,357.34	1,327,693.08	**1,229,129.40**	**4,428,697.75**	**4,437,028.79**	**10,094,855.90**	**City of Roseville**
3	35,059.59	155,043.75	155,043.75	345,147.09	63,136.46	1,175,866.46	1,182,457.46	2,421,460.38	Infill
4	1,174.39	19,031.17	19,031.17	39,236.73	432.55	130,288.67	131,497.06	262,218.28	Downtown
5	98.18	4,874.90	4,874.90	9,847.98	9.82	33,468.79	33,407.69	66,886.30	Riverside Gateway
6	11,980.72	85,815.36	85,815.36	183,611.44	9,725.01	685,825.34	687,028.06	1,382,578.41	Northeast Roseville
7	6,726.87	47,653.27	47,653.27	102,033.41	8,276.33	298,934.11	298,955.55	606,165.99	Northwest Roseville
8	326.01	8,017.73	8,017.73	16,361.47	332.78	49,552.99	49,498.86	99,384.63	Del Webb
9	10,808.45	77,960.03	77,960.03	166,728.51	**12,312.07**	**636,369.03**	**629,664.65**	**1,278,345.75**	**North Industrial**
10	20,139.07	104,743.78	104,743.78	229,626.63	21,550.00	813,289.80	819,015.80	1,653,855.60	North Central Roseville
11	2,397.64	30,728.34	30,728.34	63,854.32	1,574.39	206,341.80	206,598.14	414,514.33	Highland Reserve North
12	914.77	17,290.44	17,290.44	35,495.65	898.08	110,637.94	111,165.35	222,701.37	Stoneridge
13	3,320.16	32,667.79	32,667.79	68,655.74	3,078.42	234,072.28	235,546.07	472,696.77	Southeast Roseville
14	2,029.77	29,525.94	29,525.94	61,081.65	2,534.42	173,743.62	173,160.19	349,438.23	North Roseville
15	9,454.21	51,344.24	51,344.24	112,142.69	12,916.92	335,938.33	335,027.50	683,882.75	West Roseville
16	18,158.10	59,101.70	59,101.70	136,361.50	**20,959.66**	**421,142.29**	**421,084.76**	**863,186.71**	**Sierra Vista**
17	3,399.22	17,357.28	17,357.28	38,113.78	1,825.57	121,151.48	121,135.80	244,112.85	Amoruso Ranch
18	761.19	11,431.68	11,431.68	23,624.55	429.03	71,212.71	70,923.74	142,565.48	Creekview

Total VMT by Plan Area - Proposed Project Amendment

AREA	VOL_II	VOL_IX	VOL_XI	VOL_TOT	VMT_II	VMT_IX	VMT_XI	VMT_TOT	Subarea
2	431,663.39	448,352.33	448,352.33	1,328,368.05	**1,231,524.01**	**4,419,159.25**	**4,432,368.45**	**10,083,051.70**	**City of Roseville**
3	35,070.58	155,064.26	155,064.26	345,199.10	63,267.88	1,174,309.33	1,182,572.68	2,420,149.89	Infill
4	1,174.70	19,034.55	19,034.55	39,243.80	432.63	130,215.33	131,497.25	262,145.21	Downtown
5	98.21	4,875.97	4,875.97	9,850.15	9.82	33,461.64	33,429.67	66,901.13	Riverside Gateway
6	11,983.58	85,837.34	85,837.34	183,658.26	9,727.71	683,858.37	686,737.38	1,380,323.46	Northeast Roseville
7	6,721.66	47,662.96	47,662.96	102,047.58	8,268.68	299,215.80	299,199.92	606,684.40	Northwest Roseville
8	325.74	8,018.65	8,018.65	16,363.04	332.49	49,589.74	49,499.93	99,422.16	Del Webb
9	11,012.68	78,024.80	78,024.80	167,062.28	**12,565.68**	**633,016.89**	**627,874.45**	**1,273,457.02**	**North Industrial**
10	20,142.77	104,769.73	104,769.73	229,682.23	21,554.66	810,933.60	816,821.36	1,649,309.62	North Central Roseville
11	2,397.31	30,734.78	30,734.78	63,866.87	1,574.12	205,688.18	206,093.25	413,355.55	Highland Reserve North
12	914.88	17,291.99	17,291.99	35,498.86	898.16	110,607.76	111,159.62	222,665.54	Stoneridge
13	3,321.48	32,673.14	32,673.14	68,667.76	3,081.31	233,609.03	235,581.23	472,271.57	Southeast Roseville
14	2,024.10	29,534.24	29,534.24	61,092.58	2,527.06	173,870.59	173,329.47	349,727.12	North Roseville
15	9,446.24	51,354.69	51,354.69	112,155.62	12,905.28	336,419.11	335,477.54	684,801.93	West Roseville
16	18,314.12	59,239.35	59,239.35	136,792.82	**21,167.34**	**422,688.14**	**421,844.78**	**865,700.26**	**Sierra Vista**
17	3,399.12	17,358.64	17,358.64	38,116.40	1,825.49	121,191.75	121,207.75	244,224.99	Amoruso Ranch
18	760.70	11,432.76	11,432.76	23,626.22	428.73	71,440.96	70,999.14	142,868.83	Creekview

Appendix B – Intersection LOS Calculations



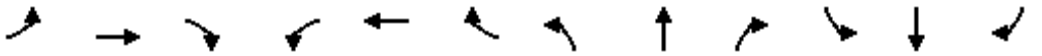
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	85	360	40	60	520	524	20	1020	80	502	1427	103
Future Volume (veh/h)	85	360	40	60	520	524	20	1020	80	502	1427	103
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	85	360	40	60	520	524	20	1020	80	502	1427	103
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	280	734	327	251	704	791	53	1111	345	536	2547	791
Arrive On Green	0.08	0.21	0.21	0.07	0.20	0.20	0.03	0.22	0.22	0.30	0.50	0.50
Sat Flow, veh/h	3456	3554	1585	3456	3554	1585	1781	5106	1585	1781	5106	1585
Grp Volume(v), veh/h	85	360	40	60	520	524	20	1020	80	502	1427	103
Grp Sat Flow(s),veh/h/ln	1728	1777	1585	1728	1777	1585	1781	1702	1585	1781	1702	1585
Q Serve(g_s), s	2.3	9.0	2.1	1.7	13.9	20.0	1.1	19.7	4.2	27.7	19.6	3.5
Cycle Q Clear(g_c), s	2.3	9.0	2.1	1.7	13.9	20.0	1.1	19.7	4.2	27.7	19.6	3.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	280	734	327	251	704	791	53	1111	345	536	2547	791
V/C Ratio(X)	0.30	0.49	0.12	0.24	0.74	0.66	0.38	0.92	0.23	0.94	0.56	0.13
Avail Cap(c_a), veh/h	685	734	327	685	704	791	353	1113	346	759	2547	791
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	43.7	35.3	32.6	44.2	38.0	18.9	48.0	38.6	32.5	34.3	17.6	13.6
Incr Delay (d2), s/veh	0.2	1.3	0.4	0.2	5.2	3.0	1.6	12.5	0.8	12.8	0.9	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	4.0	0.8	0.7	6.5	9.4	0.5	9.4	1.7	13.6	7.6	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	43.9	36.6	33.0	44.3	43.2	21.9	49.7	51.1	33.4	47.1	18.5	13.9
LnGrp LOS	D	D	C	D	D	C	D	D	C	D	B	B
Approach Vol, veh/h		485			1104			1120			2032	
Approach Delay, s/veh		37.6			33.2			49.8			25.3	
Approach LOS		D			C			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	35.4	27.7	11.3	26.5	7.0	56.0	12.2	25.7
Change Period (Y+Rc), s	5.0	5.7	4.0	5.7	4.0	5.7	4.0	5.7
Max Green Setting (Gmax), s	43.0	22.0	20.0	20.0	20.0	20.0	20.0	20.0
Max Q Clear Time (g_c+I1), s	29.7	21.7	3.7	11.0	3.1	21.6	4.3	22.0
Green Ext Time (p_c), s	0.7	0.2	0.1	2.8	0.0	0.0	0.1	0.0

Intersection Summary	
HCM 6th Ctrl Delay	34.2
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	85	360	40	60	510	525	20	1025	80	505	1425	95
Future Volume (veh/h)	85	360	40	60	510	525	20	1025	80	505	1425	95
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	85	360	40	60	510	525	20	1025	80	505	1425	95
Peak Hour Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	279	732	326	250	702	793	53	1109	344	539	2554	793
Arrive On Green	0.08	0.21	0.21	0.07	0.20	0.20	0.03	0.22	0.22	0.30	0.50	0.50
Sat Flow, veh/h	3456	3554	1585	3456	3554	1585	1781	5106	1585	1781	5106	1585
Grp Volume(v), veh/h	85	360	40	60	510	525	20	1025	80	505	1425	95
Grp Sat Flow(s),veh/h/ln	1728	1777	1585	1728	1777	1585	1781	1702	1585	1781	1702	1585
Q Serve(g_s), s	2.3	9.1	2.1	1.7	13.6	20.0	1.1	19.9	4.2	27.9	19.6	3.2
Cycle Q Clear(g_c), s	2.3	9.1	2.1	1.7	13.6	20.0	1.1	19.9	4.2	27.9	19.6	3.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	279	732	326	250	702	793	53	1109	344	539	2554	793
V/C Ratio(X)	0.30	0.49	0.12	0.24	0.73	0.66	0.38	0.92	0.23	0.94	0.56	0.12
Avail Cap(c_a), veh/h	683	732	326	683	702	793	352	1110	345	757	2554	793
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	43.8	35.5	32.7	44.3	38.0	18.9	48.2	38.8	32.6	34.3	17.5	13.4
Incr Delay (d2), s/veh	0.2	1.3	0.4	0.2	4.9	3.0	1.6	13.2	0.8	13.1	0.9	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	4.0	0.8	0.7	6.3	9.4	0.5	9.5	1.7	13.7	7.6	1.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	44.1	36.8	33.1	44.5	42.9	21.9	49.8	52.0	33.5	47.4	18.4	13.8
LnGrp LOS	D	D	C	D	D	C	D	D	C	D	B	B
Approach Vol, veh/h		485			1095			1125			2025	
Approach Delay, s/veh		37.7			32.9			50.6			25.4	
Approach LOS		D			C			D			C	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	35.6	27.7	11.3	26.5	7.0	56.3	12.2	25.7
Change Period (Y+Rc), s	5.0	5.7	4.0	5.7	4.0	5.7	4.0	5.7
Max Green Setting (Gmax), s	43.0	22.0	20.0	20.0	20.0	20.0	20.0	20.0
Max Q Clear Time (g_c+I1), s	29.9	21.9	3.7	11.1	3.1	21.6	4.3	22.0
Green Ext Time (p_c), s	0.7	0.1	0.1	2.8	0.0	0.0	0.1	0.0

Intersection Summary	
HCM 6th Ctrl Delay	34.4
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

Attachment C

(*Combined CEQA Document*)—General Plan Amendment Water, Sewer and Drainage Demands (MortonPitalo, May 2023)

mortonpitalo

600 Coolidge Drive, Suite 140
Folsom, CA 95630
Telephone: (916) 927-2400
Fax: (916) 357-7888

Memorandum

Date: May 8, 2023

To: City of Roseville, Planning Department

Cc: Scott Canel

From: Greg Bardini, P.E.

RE: HPCO Master Plan – General Plan Amendment Water, Sewer and Drainage Demands

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PROJECT DESCRIPTION

In 1996, after preparing a project-level Environmental Impact Report (EIR), the City of Roseville approved the Hewlett-Packard Master Plan (1996 HPMP) to guide light industrial development on the approximately 500-acre site. A small amount of land was designated for commercial/retail at the intersections of Blue Oaks Blvd./Woodcreek Oaks Blvd. and Blue Oaks Blvd./Foothills Blvd. At that time, Hewlett-Packard's existing facilities occupied approximately 200 acres of the project site. Since 1996, additional light industrial/office buildings have been constructed on the eastern half of the project site subject to the 1996 HPMP. In 2001, the City approved a redesignation and rezoning of the commercial/retail parcels to light industrial use.

The proposed changes to the 1996 HPMP as updated in 2001 take the form of the 2015 Hewlett-Packard/Campus Oaks Master Plan (2015 HPCO), which would accommodate residential and commercial development on the western half of the project site. Uses in the 2015 HPCO Master Plan include residential of varying densities, commercial, office, tech/business park, and parks and open space. Other changes in the 2015 HPCO Master Plan include continuation of HP Way up to Blue Oaks Blvd. and extensions of Painted Desert Dr. and Crimson Ridge Dr. on to the project site.

On August 5, 2015, the Roseville City Council approved the 2015 HPCO Master Plan which would construct 948 dwelling units for an anticipated population of 2,475 new residents. The approved 2015 HPCO also included 60,000 square feet of professional office area on 5.53 acres; 170,000 square feet of commercial use on 19.33 acres; 300,000 square feet of tech/business park development on 32.82 acres; 1,200 square feet of light industrial on 129.24 acres; and 71.01 acres of parks, open space, and public

uses. These totals include the entire project site, including the existing buildings on the eastern half of the site.

Pine Island Apartments, LLC is now proposing a General Plan, Rezoning and revisions to the 2016 HPCO Master Plan for the purpose of facilitating the development of 285 high density residential units on the Campus Oaks portion of the Master Plan area. This will result in changing the land use on parcel CO-52 from Tech/Business Park – Light Industrial (T/BP-LI) to High Density Residential (HDR). A summary of the land use changes, and unit transfers are shown in Table 1.

Table 1 – HP Campus Oaks Land Use Changes

Large Lot Parcel	Existing			Proposed		
	Land Use	Area (Acres)	Dwelling Units	Land Use	Area (Acres)	Dwelling Units
CO-52	T/BP-LI	17.65	N/A	HDR	17.65	285

Water Demand

According to the City of Roseville 2022 Design Standards Section 8-6, an Average Day Unit Water Demand Factor (ADUWDF) of 2,598 gallons per day per acre (gpd/ac) is used for Business Professional and Light Industrial land uses. This demand factor assumes a floor area ratio (FAR) of 0.30.

We have reviewed the water demands for the proposed project against that of the 2016 HPCO Master Plan. Table 2 is the 2022 City of Roseville water demand rates for various land use categories. We applied the water demand rates to parcel CO-52. Table 3 summarizes the water supply in 2016 HPCO and the proposed 2022 General Plan Amendment.

Table 2 – City of Roseville Water Supply Design Standard

Land Use Category		Average Day Unit Water Demand Factors
Residential	LDR (<3.5 DU's/Ac)	*728 gpd/DU*
	LDR (3.5 to 5.0 DU's/Ac)	*600 gpd/DU*
	LMDR (>5.0 to 6.0 DU's/Ac)	*521 gpd/DU*
	LMDR (>6.0 to 8.0 DU's/Ac)	*430 gpd/DU*
	MDR (>8.0 to 12.0 DU's/Ac)	*323 gpd/DU*
	HDR (>12.0 to 16.0 DU's/Ac	*288 gpd/DU*
	HDR (>16.0 DU's/Ac)	*177 gpd/DU*
Commercial/Other	Commercial/Retail	*2,598 gpd/ac*
	Business Professional	*2,598 gpd/ac*
	Light Industrial	*2,598 gpd/ac*
	Industrial	*2,562 gpd/ac*
	Railroad Yard	*109 gpd/ac*
	Elementary Schools	*3,454 gpd/ac*
	High Schools	*4,068 gpd/ac*
	Public (Fire Station, etc)	*1,780 gpd/ac*
	Park/Recreation	*2,988 gpd/ac*
	Open Space/Major ROW	-
	Vacant/Unassigned	-

*Factors assume a 30%F.A.R.
gpd/ DU = Gallons per day per dwelling unit
gpd / AC -Gallons per day per acre

Table 3 – Water Demand Comparison for Large Lot Parcel CO-52 between 2016 HPCO Master Plan & 2023 General Plan Amendment

Water Demand Design Requirements	Land Use	Area (Acres)	Dwelling Units	Water Demand Rates	Average Daily Water Demands (gpd)	Maximum Daily Water Demands (mgd) 2x ADF	Annual Demand (AFY)
2016 HPCO	T/BP-LI	17.65	-	2,598 (gpd/ac)	45,855	0.092	51.4
2023 GPA	HDR	17.65	285	177 (gpd/DU) (1)	50,445	0.101	56.5
						Change	+5.1

(1) HDR > 16.0 DU/Acre

The required water for the CO-52 parcels under the proposed 2022 General Plan Amendment would be approximately 5 acre-feet per year greater than the 2016 HPCO projected development. The 2016 HPCO Water Supply Assessment showed that the Campus Oaks Amendment resulted in a total reduction of 196.93 AFY from the 1996

HPMP. The additional 5.1 AFY should not be a significant impact to the City Roseville Water Supply.

Sewer Demand

Based on the proposed land use changes for parcel CO-52, the average dry weather flow (ADWF) was computed based on the sewer generation rates presented in Table 4 below. Per conversations with the City of Roseville, the flow factor rate for the Business Professional land use designation is calculated at 850 gpd per acre.

Table 4 – Sewer Generation Rates

Land Use Designation	Units	Flow Factor (gpd/unit)[1]
Commercial	gpd per acre	850
Heavy Industrial	gpd per acre	850
Light Industrial	gpd per acre	850
Mixed Use	gpd per acre	2,300
Public/Quasi-Public	gpd per acre	660
Schools	gpd per acre	170
Residential 1 DU	gpd per DU	190
Residential 2 DU	gpd per DU	190
Residential 3 DU	gpd per DU	190
Residential Multiple DU[2]	gpd per acre Or gpd per DU	2,040 Or 130
Open Space	gpd per acre	0
Parks> 10 Acres	gpd per acre	10
Vacant	gpd per acre	0

1) City of Roseville Design Standards 2022-Average Dry Weather Unit Flow Factors
2) Includes allowances for dry season groundwater infiltration (GWI)
3) Future development projects should use the factor that results in the highest flow.

We have reviewed the sewer demands for the proposed 2022 General Plan Amendment against that of the 2016 HPCO Master Plan. We applied these demand rates to the 2016 HPCO parcel CO-52 in the 2016 HPCO and the proposed 2022 General Plan Amendment revised land use. The summary is shown in Table 5.

Table 5 – Sewer Demand Comparison between 2016 HPCO & 2023 General Plan Amendment

Sewer Demand Design Requirements	Land Use	Area (Acres)	Dwelling Units	Sewer Flow Factor	Average Dry Weather Flow (ADWF) (gpd)	Factored Flow (mgd) 2x ADWF	Peaking Factor (1)	Peak Wet Weather Flow (PWWF) (mgd)
2016 HPCO	T/BP-LI	17.65	-	850 (gpd/ac)	15,003	0.030	3.5	0.105
2022 GPA	HDR	17.65	285	130 (gpd/DU)	37,050	0.074	3.3	0.244
							Change	+0.139

(1) Peaking Factor per Figure SS-1 in 2022 City Sewer Design Standards

Based on the calculation, the peak wet weather flow (PWWF) increases by 0.139 mgd due to the land use change from T/BP-LI to HDR. There is an existing 42" sewer trunk line within Woodcreek Oaks Blvd that has sufficient capacity to receive additional flows. The existing Campus Oaks sewer collection system has been reviewed and there is sufficient capacity within the Painted Dessert and Crimson Ridge sewer pipelines to convey the project flows to Woodcreek Oaks Blvd. (Refer to Appendix A). All collection pipelines operate within the City of Roseville Design standards except for the 10-inch line within Painted Dessert Drive. The allowable depth of flow for a 10-inch pipe is 70% depth or 7 inches. The resulting depth of flow in this pipe segment is 7.08 inches which will not adversely affect the pipeline and within standard engineering tolerances.

Recycled Water Use

The proposed project assumes utilization of recycled water provided by the City of Roseville for irrigating non-residential landscaping, as well as publicly landscaped areas (including roadway landscape corridors and medians) (*Hewlett-Packard Campus Oaks Master Plan, Amended August 17, 2016)*. Based on Table 4 in the Hewlett-Packard/Campus Oaks Master Plan Recycled Water Systems Master Plan, completed by Municipal Consulting Group, dated January 2015, the recycled water demand (based on the use of smart timers) for High Density Residential and Business Professional land uses is as follows:

High Density Residential	1.76 AFY/acre (7.74 AFY/4.39 Irrigated Acres)
Business Professional	1.48 AFY/acre (25.56 AFY/17.30 Irrigated Acres)

The following table compares the recycled water demand from the 2016 HPCO to the 2022 GPA.

Table 6 – Recycled Water Demand Comparison between 2016 HPCO & 2023 General Plan Amendment

Recycled Water Demand Design Requirements	Land Use	Area (Acres)	Recycled Water Demand Based on Land Use (AFY/acre)	Recycled Water Demand (AFY)
2016 HPCO	T/BP-LI	17.65	1.48	26.12
2022 GPA	HDR	17.65	1.76	31.06
			Change	+4.94

Based on the calculation, the recycled water demand increases by 4.94 AFY due to the land use change from T/BP-LI to HDR.

Drainage Flows

The proposed change to the land use of CO-52 from Tech/Business Park-Light Industrial to High Density Residential should reduce the runoff generated from the project. This is because the proposed land use has a lower percent impervious than the existing land use. According to the HPCO Master Plan Drainage Report (Table 6. Summary of Percent of Pervious Area and Infiltration Rates for Land Uses), High Density Residential land uses are approximately 65% impervious, while Tech/Business Park-Light Industrial land uses are approximately 85% impervious. A 20% reduction in impervious area will reduce the design flows, therefore, by changing the land use of CO-52 from Tech/Business Park-Light Industrial to High Density Residential the Hewlett-Packard/Campus Oaks Master Plan Drainage Report, dated May 4, 2016, is still valid.

Table 7 (below) and Attachment “A”, Post-Development Site Overall Drainage Shed Map, from the Drainage Report shows the drainage flows generated from the project and that they do not exceed those shown on the North Roseville Specific Plan Area (NRSPA) Phase 1 Drainage Shed Map (December 1997) as required by the City of Roseville.

Table 7 Comparison between NRSPA and HPCO Master Plan flow rates (1)

Outfall Location	NRSPA 10-Year Flow (cfs)	HPCO Master Plan 10-Year Flow (cfs)	Difference NRSPA & HPCO Master Plan 10-Year (cfs)	NRSPA 100-Year Flow (cfs)	HPCO Master Plan 100-Year Flow (cfs)	Difference NRSPA & HPCO Master Plan 100-Year (cfs)
1	185.3	167.4	-17.9	304.7	270.7	-34.0
2	62.0	45.9	-16.1	99.3	34.3	-65.0
3	19.3	1.4	-17.9	31.0	2.0	-29.0

(1) This is Table 3b in the HPCO Master Plan Drainage Report

Solid Waste

In 2015 Municipal Consulting Group, LLP completed a Solid Waste Generation and Impact Analysis on Western Placer Waste Management Facilities as it relates to the Hewlett-Packard Campus Oaks Master Plan. The analysis found that under current conditions, the Western Regional Sanitary Landfill (WRSL) has a projected useful life of 2058 and the waste generated from the HPCO Master Plan will not reduce the life of the landfill because the Master Plan is an infill project included in the current 2025 General Plan.

The original Tech/Business Park – Light Industrial land use used in projecting build of the landfill and MRF resulted in a higher volume / tonnage for the project site. Implementation of the 2015 HPCO Master Plan will reduce the impact of the City's buildout estimate on the operation capacity of the MRF and reduce the amount disposed of at the WRSL.

On December8, 2022, the Western Placer Waste Management Authority Board of Director certified the Renewable Placer Waste Action Plan EIR and selected and approved Plan Concept 2, the implementation of which will result in the landfill capacity life being extended from 2058 to 2110. Impacts to both the WRSL and the MRF because of the proposed conversion of light industrial to high density residential land use will also not reduce the life of the landfill or operational capacity of the MRF.

Traffic

The proposed change to the land use from Tech/Business Park – Light Industrial to Hight Density Residential (Townhome) would result in a reduction of 13 AM Peak Hour Trips. Additionally, the land use change would result in 2 additional PM Peak Hour trips resulting in less than one-half of one percent of the plan area PM trips.

Table 8 Comparison between 2016 HPMP and 2023 GPA – Traffic Generation

Traffic Generation	Land Use	Area (Acres)	AM Peak Hour Trips	PM Peak Hour Trips
2016 HPCO[1]	T/BP-LI	17.65	138	146
2022 GPA	HDR	17.65	125	148
		Change	**-13**	**+2**

(1) HPCO Master Plan 2nd Addendum, Appendix A – Traffic

Electric

The proposed change to the land use from Tech/Business Park – Light Industrial to Hight Density Residential would result in a reduction of 0.39 megawatts (MW) of electrical demand.

Table 9 Comparison between 2016 HPMP and 2023 GPA – Electric Demand

Electrical Allocation	Land Use	Area (Acres)	Electric Demand (MW)
2016 HPCO[1]	T/BP-LI	17.65	1.39
2022 GPA	HDR	17.65	1.00
		Change	**-0.39**

APPENDIX ‘A’
SEWER ATTACHMENTS

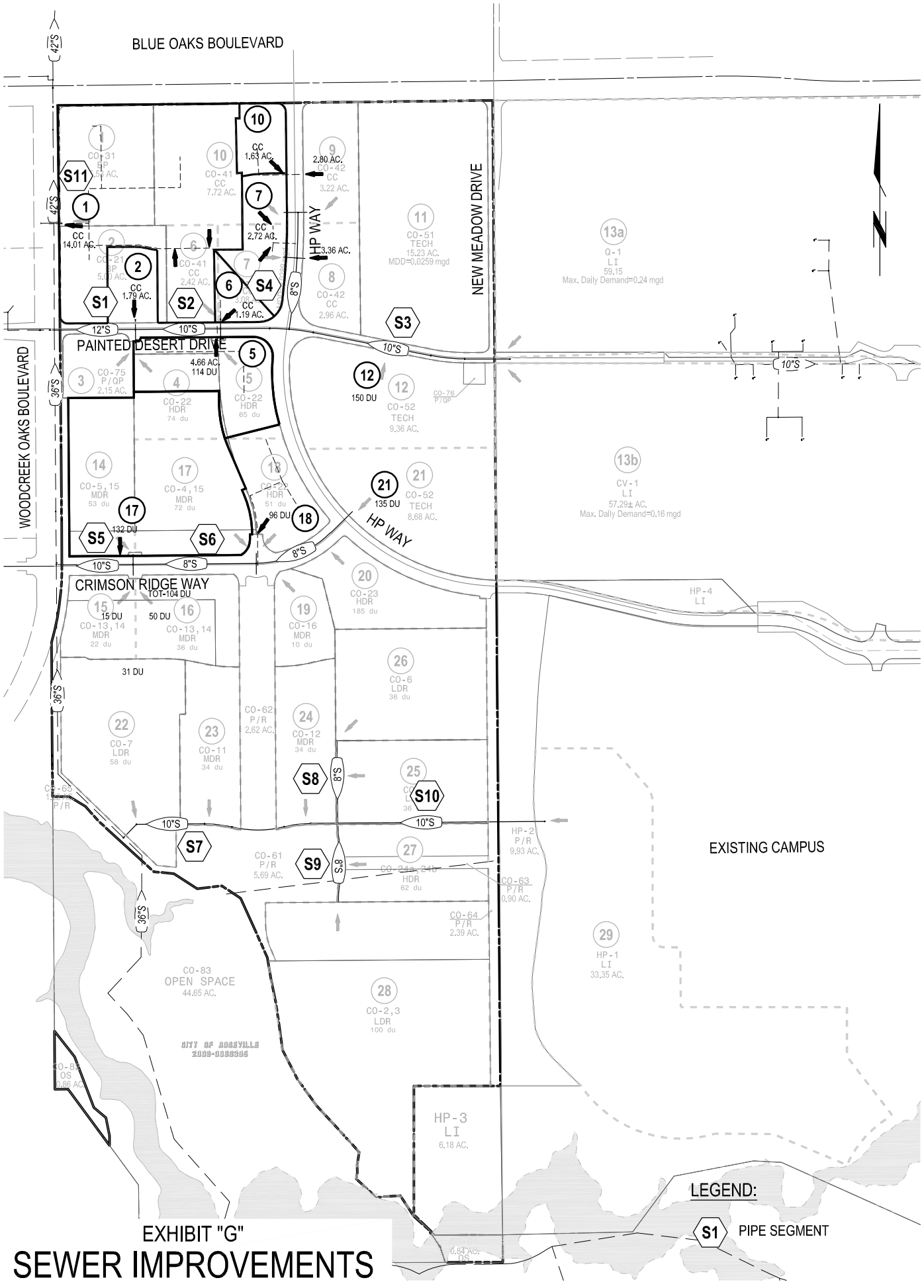

EXHIBIT "G"

SEWER IMPROVEMENTS

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SEWER DESIGN CALCULATIONS

HP - Campus Oaks

May 28, 2015, Revised May 9, 2023

Pipe Segment	Contributing Shed	Contributing Land Use												Contributing Shed Flow	Contributing Pipe Flow	ADWF	Safety Factor	Factored Flow	Peaking Factor	PWWF
		Low/Med-Density Residential			High-Density Residential			Commercial Core/Industrial			Public/Quasi-Public									
		Units	Rate	Flow	Units	Rate	Flow	Area	Rate	Flow	Area	Rate	Flow							
			(gpd/unit)	(gpd)		(gpd/unit)	(gpd)	(ac)	(gpd/ac)	(gpd)	(ac)	(gpd/ac)	(gpd)	(gpd)	(gpd)	(gpd)		(gpd)		(gpd)
S1	2,3,4		190	0	0	130	0	1.79	850	1,522	2.15	660	1,419	2,941	156,185	159,125	2.0	318,250	2.67	849,728
S2	5,6		190	0	114	130	14,820	1.19	850	1,012		660	0	15,832	140,353	156,185	2.0	312,369	2.67	834,025
S3	11,12,13a,13b		190	0	150	130	19,500	131.67	850	111,920		660	0	131,420	0	131,420	2.0	262,839	2.78	730,692
S4	7,8,9,10		190	0		130	0	10.51	850	8,934		660	0	8,934	0	8,934	2.0	17,867	3.51	62,713
S5	14,15,16	228	190	43,320		130	0		850	0		660	0	43,320	54,210	97,530	2.0	195,060	2.96	577,378
S6	17,18,19,20,21	0	190	0	417	130	54,210		850	0		660	0	54,210	0	54,210	2.0	108,420	3.25	352,365
S7	22,23,24	126	190	23,940		130	0		850	0		660	0	23,940	69,088	93,028	2.0	186,055	2.94	547,002
S8	25,26	72	190	13,680		130	0		850	0		660	0	13,680	0	13,680	2.0	27,360	3.50	95,760
S9	27,28	100	190	19,000	62	130	8,060		850	0		660	0	27,060	0	27,060	2.0	54,120	3.39	183,467
S10	29		190	0		130	0	33.35	850	28,348		661	0	28,348	0	28,348	2.0	56,695	3.39	192,196
S11	1		190	0		130	0	14.01	850	11,909		661	0	11,909	0	11,909	2.0	23,817	3.59	85,503

SEWER PIPE DESIGN PARAMETERS

HP - Campus Oaks

May 28, 2015, Revised May 9, 2023

Pipe Segment	PWWF	PWWF	Proposed Pipe		Depth Ratio	Allowable Depth of Flow	Calculated Depth of Flow	Max Capacity	Extra Capacity	Length	Invert Elevation	
			Diameter	Slope							Upstream	Downstream
	(gpd)	(cfs)	(in)	(ft/ft)		(in)	(in)	gpd	gpd	ft	ft	ft
SS-01	849,728	1.315	12	0.0020	1.00	12.00	8.40	1,029,600	179,873	370	82.76	82.02
SS-02	834,025	1.290	10	0.0050	0.70	7.00	7.08	990,155	156,130	705	86.39	82.86
SS-03	730,692	1.131	10	0.0050	0.70	7.00	6.64	990,155	259,463	1,025	91.61	86.49
SS-04	62,713	0.097	8	0.0050	0.70	5.60	1.92	559,063	496,350	535	89.16	86.49
SS-05	577,378	0.893	10	0.0025	0.70	7.00	6.96	699,960	122,582	370	94.86	87.46
SS-06	352,365	0.545	8	0.0057	0.70	5.60	4.56	493,600	141,235	1,065	101.00	94.96
SS-07	547,002	0.846	10	0.0025	0.70	7.00	6.72	592,765	45,763	1,015	87.74	85.20
SS-08	95,760	0.148	8	0.0035	0.70	5.60	2.52	386,830	291,070	380	89.23	87.90
SS-09	183,467	0.284	8	0.0035	0.70	5.60	3.60	386,830	203,363	365	89.18	87.90
SS-10	192,196	0.297	10	0.0035	0.70	7.00	3.36	995,133	802,937	950	91.07	87.74
SS-11	85,503	0.132	12	0.0021	1.00	12.00	1.56	1,055,173	969,670	14	83.55	83.52

Notes:

1. Pipe S1 is oversized to match existing 12" stubs at the connection points at Woodcreek Oaks Blvd and pipe availability.

Attachment D

(*Combined CEQA Document*)—List of Applicable Mitigation Measures

ATTACHMENT D

APPLICABLE MITIGATION MEASURES
from the HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN EIR and SIERRA VISTA SPECIFIC PLAN EIR and Associated Addenda
And
New Measure(s) Included as Part of the Proposed Project

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN EIR MITGATION MEASURES and OTHER(S) for the PROPOSED GENERAL PLAN / CAMPUS OAKS MASTER PLAN AMENDMENTS					
Aesthetics					
COMP EIR MM 4.7-3: Use building orientation and materials that minimize glare. For large buildings, building surfaces and materials, orientation, and landscaping shall be designed to ensure that roadways and walkways are not subjected to disruptive glare. The City shall review building plans to ensure that this condition is met.	Parties: Applicant Monitoring Work Program: Review building design plans, including proposed surface treatments Standards of success: Reflective portions of building (e.g. large glass or light colored surfaces) are oriented in manner to avoid glare on nearby roadways and gathering spaces.	Prior to approval of design review	Roseville Planning Division	None	
Air Quality					
COMP EIR MM 4.10-1: Provide dust controls. In order to reduce construction-generated PM10 emissions, the contractor shall comply with the dust control strategies developed by the Placer	Parties: Contractor Monitoring Work Program: The Applicant shall require its contractor to control dust	During construction	Applicant and Public Works Department	Dust Control Plan and proof of submittal to Placer County	

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County APCD. The developer shall include in construction contracts the following requirements or measures shown to be equally effective: a) The contractor shall water as indicated by City inspectors to keep all earth surfaces moist during clearing, grading, earthmoving and other site preparation activities. b) The contractor shall use tarpaulins or other effective covers for haul trucks that travel on public streets. c) The contractor shall sweep streets within and adjacent to the project as needed or as directed by City inspectors. d) The contractor shall schedule clearing, grading and earthmoving activities during periods of low wind speeds, and restrict those construction activities during high wind conditions with wind speeds greater than 20 mph average during an hour. e) The contractor shall control construction and site vehicle speed to 15 mph on unpaved roads.	watering or ceasing grading activities when wind velocity exceeds 10 miles per hour. The City through the grading permit has enforcing authority to be used in the event construction dust is not controlled. Standards of success: This measure will be deemed successful if construction-related PM10 emissions are left at a less-than-significant level.			Air Pollution Control District (PCAPCD)	

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f) The contractor shall minimize open burning of wood and vegetative waste materials from both construction and operation of the project. No open burning shall occur unless it can be demonstrated to the Placer County APCD that alternatives have been explored. These alternatives may include, but are not limited to, chipping, mulching and conversion to biomass fuel. For any open burning, an APCD permit must be obtained in conformance with APCD Regulation 3 (Open Burning), Rules 301-325.					
COMP EIR MM 4.10-2(a): Maintain construction equipment and vehicles. The developer shall reduce NOx, ROG and CO emissions by complying with the construction vehicle air pollutant control strategies developed by the Placer County APCD. The Developer shall include in construction contracts and in notes on grading plans the following requirements or measures shown to be equally effective: a) Construction equipment operators shall shut off equipment when not in use to avoid	Parties: Developer, Applicant, City Inspector Monitoring Work Program: The Developer shall provide to the City a written statement that construction equipment has been properly maintained and that construction is proceeding as specified. The City Inspector shall periodically inspect operations at the site to	Prior to the issuance of grading permits, and periodically throughout construction.	Roseville Public Works Department - Land Development and Transportation Division	None	

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unnecessary idling. As a general rule, vehicle idling should be kept below 10 minutes. b) Contractors' construction equipment shall be properly maintained and in good operating condition. c) During second stage smog alerts, the construction day shall be shortened and the number of vehicles and equipment operating at the same time shall be reduced. d) Contractors shall use new technologies to control ozone precursor emissions as they become available and feasible.	verify compliance with Mitigation Measure 4.10-2. Standards of success: When the Public Works Department receives a written statement of appropriate equipment maintenance and that construction is proceeding as specified, as verified by periodic site inspections.				
COMP EIR MM 4.10-2(b): Develop and implement a Construction Employee Trip Reduction Plan. Consistent with the City's TSM ordinance, the construction contractor shall develop and implement a trip reduction plan designed to reduce construction-phase employee vehicle trips. Elements of this plan could include the following: • Providing all construction employees with	Parties: Applicant, Contractor Monitoring Work Program: The Applicant will develop and implement a construction trip reduction plan including a method to measure its success. Standards of success: This measure will be deemed	During construction	Applicant and Applicant's contractor	None	

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information relating to public transit facilities serving the site, such as bus routes and schedules; • Carpooling incentives, including incentives for carpool participants such as preferred on-site parking; and • Carpool rider matching services.	successful if construction-related auto use is reduced so that there is no net increase in ROG, NOx and PM10 as a result of construction traffic.				
Biological Resources					
COMP EIR MM 4.5-5: Develop and implement construction protocols. The Master Plan shall include policies that require the implementation of construction protocols that include, but may not be limited to, the following: • Restrict construction activities to areas away from preserved oak and riparian habitat • Provide for construction parking away from sensitive habitat resources • Erect temporary barrier fencing to delimit protected areas.	Parties: Applicant's Biologist, Contractor Monitoring Work Program: The Developer shall incorporate restricted zones into grading/improvement plans and tree permit exhibits submitted to the Public Works Department, all workers, and CDFG. The Public Works Department should perform visual inspections	Incorporate measures into grading/ improvement plans and tree permit exhibits, and identify the extent of construction. Orient construction workers and erect temporary fencing prior to first day of construction. Visual inspections once a	Roseville Planning Division/Public Works	None	

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	periodically to: • Verify that temporary fencing and flagging, signs, and other marking devices are maintained for the duration of the construction activity. If deficiencies are noted, they must be promptly corrected, or construction activities may be halted. • Verify that construction works and equipment remain outside of restricted areas. Standards of success: Roseville Public Works Department approves plans and observes that construction and parking are not occurring in preservation areas.	week.			

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Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
COMP EIR MM 4.5-7: Conduct pre-construction survey and implement restrictions. To ensure that fully-protected raptor species are not injured or disturbed, the developer shall implement one of the three following measures: a) All tree removal shall occur between August 30 and March 15 to avoid the breeding season of any raptor species that could be using the area. This period may be modified with the authorization of the DFG. -or- b) Prior to the beginning of construction during the period between March 15 to August 30, all trees within 350 feet of any grading or earthmoving activity shall be surveyed for active raptor nests by a qualified biologist. If active raptor nests are found, a fence shall be erected around the tree at a distance of 350 feet from the edge of the canopy to prevent construction disturbance and intrusions on the nest area. -or- c) The Applicant shall confer with CDFG and	Parties: Developer's biologist Monitoring Work Program: Either all tree removal shall be conducted between August 30 and March 15, or the Applicant shall contract with a qualified biologist to survey for raptor nests prior to each phase. Data will be recorded by survey personnel concerning: 1. date which pre-construction surveys are initiated, performed, and completed, 2. survey methods and objectives, 3. complete species list, 4. results of surveys, and 5. mitigation and timing to prevent next	Prior to issuance of tree permit, tree removal or grading permits for construction within 350 feet of trees; prior to site disturbance and during the appropriate season.	Roseville Planning Division	Surveys, if applicable	

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develop measures that satisfy the requirements of CDFG and the City. The developer shall relocate any raptor nest according to CDFG protocol, or in consultation with CDFG, to the nearest suitable nest tree.	disturbance. If nests are found, the City shall: 1. require that construction activities avoid active nests, 2. monitor nest activity, and 3. provide a buffer zone of 350' between March 15 and August 30. Standards of success: Pre-construction surveys performed prior to construction activities in each phase and, if active nest(s) are found, a qualified biologist monitors nest(s) while construction activities are in the vicinity to ensure that buffer zones are established and active nest(s) disturbance is				

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	avoided.				
Cultural Resources					
COMP EIR MM 4.6-1: Cease work and consult a qualified archaeologist. In the event of the discovery of buried archaeological deposits it is recommended that project activities in the vicinity of the find should be temporarily halted and a qualified archaeologist consulted to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance or data recovery excavations.	Parties: Applicant, Contractor Monitoring Work Program: The Applicant must notify the City and consult with a qualified archaeologist if archaeological deposits are discovered before construction activity in the vicinity resumes. Standards of success: This measure will be deemed successful if, in the event of an archaeological discovery, construction is temporarily halted, the Planning and Engineering Divisions are notified, a qualified archaeologist is consulted, recommendations are implemented, and purpose	During construction activities	Roseville Planning Division/Engineering Division, Applicant/ Contractor	None	

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	and standards of state statutes governing cultural resources are met.				
COMP EIR 5th Addendum Parcel CO-52 MM CUL-1 (applicable only for future development on Parcel CO-52): a) In the event a potentially significant cultural resource is encountered during subsurface earthwork activities, all construction activities within a 100-foot radius of the find shall cease and workers should avoid altering the materials until an Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology has evaluated the find. The project applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. Potentially significant cultural resources consist of, but are not limited to, stone, bone, glass, ceramics, fossils, wood, or shell artifacts, or features including hearths, structural remains, or historic dumpsites. The Archaeologist shall assess whether the find to determine whether it	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	Prior to and during construction activities	Roseville Building and Engineering Division	None	

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includes historical resources of an archaeological nature or unique archaeological resources. b) If the archaeologist determines that the find does not include cultural resources in any of one of these two categories, work may resume immediately. c) If the archaeologist determines that the find constitutes either an historical resource of an archaeological nature or a unique archaeological resource, she or he shall immediately notify the City Development Services Director (CDSD) and the landowner/applicant, and shall develop mitigation or treatment measures for consideration and approval by the CDSD. Mitigation shall be developed and implemented in accordance with Public Resources Code Section 21083.2 and Section 15126.4 of the CEQA Guidelines, with a preference for preservation in place. Consistent with Section 15126.4(b)(3), preservation in place may be accomplished through planning construction to avoid the resource; incorporating the resource within					

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open space; capping and covering the resource; or deeding the site into a permanent conservation easement. If approved by the CDSD, such measures shall be implemented and completed prior to commencing further work for which grading or building permits were issued, unless otherwise directed by the CDSD. d) Avoidance or preservation of unique archaeological resources or historical resources of an archaeological nature shall not be required where such avoidance or preservation in place would preclude the construction of important structures or infrastructure or require exorbitant expenditures, as determined by the CDSD. Where avoidance or preservation are not appropriate for these reasons, the archaeologist, in consultation with the CDSD, shall prepare a detailed recommended a treatment plan for consideration and approval by the CDSD, which may include data recovery. If employed, data recovery strategies for unique archaeological resources that do not also qualify as historical resources of an					

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archaeological nature shall follow the applicable requirements and limitations set forth in Public Resources Code Section 21083.2. Data recovery will normally consist of (but would not be limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim of recovering important scientific data contained within the unique archaeological resource or historical resource of an archaeological nature. The data recovery plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and State repositories, libraries, and interested professionals. If data recovery is determined by the CDSD to not be appropriate, then an equally effective treatment shall be proposed and implemented. Any previously undiscovered resources found during construction within the project site shall be recorded on appropriate California Department of Parks and Recreation (DPR) 523 forms and shall					

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be submitted to the City of Roseville, the North Central Information Center (NCIC), and the California Office of Historic Preservation (OHP), as required. e) Work may not resume within the no-work radius until the CDSD, in consultation with the archaeologist, determines that the site either: 1) does not contain unique archaeological resources or historical resources of an archaeological nature; or 2) that the preservation and/or treatment measures have been completed to the satisfaction of the CDSD.					
COMP EIR 5th Addendum Parcel CO-52 MM CUL-2 (applicable only for future development on Parcel CO-52): In the event of the accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and Section 5097.98 shall be followed. If, during the course of project construction, there is accidental discovery or recognition of any human remains, the following	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	Prior to and during construction activities	Roseville Building and Engineering Division	None	

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Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
steps shall be taken: 1. There shall be no further excavation or disturbance within 100 feet of the remains until the County Coroner is contacted to determine whether the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resource Code Section 5097.98. 2. Where the following conditions occur, the landowner/applicant or his or her authorized representative shall rebury the Native American human remains and associated					

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grave goods with appropriate dignity either in accordance with the recommendations of the MLD or on the project site in a location not subject to further subsurface disturbance: ▪ The NAHC is unable to identify an MLD or the MLD failed to make a recommendation within 48 hours after being notified by the commission. ▪ The descendant identified fails to make a recommendation. ▪ The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.					
Energy					
COMP EIR MM 4.10-2(a): Maintain construction equipment and vehicles.	See above.				
COMP EIR MM 4.10-2(b): Develop and implement a Construction Employee Trip Reduction Plan.	See above.				

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Geology and Soils					
COMP EIR MM 4.3-2: Site-specific geotechnical evaluation to assess development on soils characterized by slow permeability, low strength, and high shrink-swell potential. Soils shall be tested for their slow permeability, low strength and high shrink-swell, potential. Soils with low strength and/or high shrink-swell potential shall be controlled by over-excavation, or covering these soils with a sufficient amount of granular soils (as determined by the geotechnical investigation). Potentially expansive soils shall only be placed in areas determined not to consist of structural fill.	Parties: Applicant, Contractor Monitoring Work Program: The Public Works Department shall review the results of a geotechnical investigation performed by the Applicant or Applicant's consultant. The review will verify that all required components have been included, and that the findings of the investigation have been incorporated into the final plans, prior to commencement of any earthwork on the property. Standards of success: This measure will be deemed successful when an adequate geotechnical investigation, as specified, is performed and	Prior to approval of any improvement plans for the Proposed Project.	Public Works Department - Engineering Division	Results of geotechnical evaluation	

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	recommendations from the investigation are appropriately considered and incorporated in final design.				
COMP EIR MM 4.6-1: Cease work and consult a qualified archaeologist.	See above				
COMP EIR 1st Addendum MM 5-1: Paleontological mitigation program. Prior to earthmoving activities associated with mass grading, a qualified supervising paleontologist shall be contracted to conduct a field survey of the proposed construction area to identify areas of likely sensitivity for paleontological resources. The supervising paleontologist shall also conduct construction crew training in identification of paleontological resources that may be discovered during the course of excavation. The paleontologist will also conduct paleontological monitoring during ground disturbing activities in areas identified through survey and archival review as sensitive for paleontological resources. In the event of discovery of vertebrate, plant, or invertebrate	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	Prior to and during construction activities	Roseville Engineering Division	None	

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fossils, the paleontologist shall have the authority to halt or redirect excavation operations until the probable significance of the find can by assessed, and the resource salvaged as appropriate. Any significant fossils recovered during monitoring and salvage shall be cleaned, repaired, and hardened, and then donated to a repository institution.					
Hydrology and Water Quality					
COMP EIR MM 4.4-2(a): Identify adequate detention facilities locations. Detention basins are planned in the southwest and northeast portion of the project area. The detention basins shall be constructed to the satisfaction of the City and shall be designed to minimize potential flooding.	Parties: Applicant, Contractor Monitoring Work Program: The Public Works Department shall review the Applicant's plan for on-site detention facilities. The plan will identify the specific locations, capacity, and feasibility of the detention basins. The design of the detention basins shall meet the City's requirements and shall be designed to maintain post-development	Prior to approval of a building permit for development in the north watershed, south watershed or a grading permit and any improvement plans.	Public Works Department	None	

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	peak flows at pre-development levels. Standards of success: This measure will be deemed successful when the final location for the detention basins and their design meets the City's approval, and they are constructed.				
COMP EIR MM 4.4-2(b): Contribute fair share fees to regional flood control facilities. The Proposed Project must construct on-site drainage facilities to the City's satisfaction to limit the project's contribution to increased flows and contribute its fair share in mitigation fees to the City's regional flood control projects.	Parties: Applicant Monitoring Work Program: The fee will be collected at the time a building permit is issued within the Master Plan area. Standards of success: Applicant pays fee for regional flood control, in amount determined by the City.	The Applicant must agree to pay the fees prior to approval of Development Agreement. Fees must be paid concurrent with issuance of building permits.	Public Works - Engineering	None	
COMP EIR MM 4.4-4: Implement erosion control plan.	Parties: Applicant, Contractor	Prior to issuance of a grading permit, or approval of	Public Works - Engineering	Erosion and sedimentation	

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The City of Roseville Department of Public Works Improvement Standards require that a grading permit be obtained from the City prior to beginning any grading work. As part of the permit process the Applicant must submit, for review and approval, improvement and/or grading plans along with a site-specific erosion and sedimentation control plan.	Monitoring Work Program: The Public Works Department shall review the Grading Plan developed by the Applicant or Applicant's consultant and pursuant to the Improvement Standards. The review will verify that all required components have been included and that the findings of the plan have been incorporated into the final plans prior to commencement of any earth work on the property. Standards of success: The measure will be deemed successful when the Improvement Standards have been met as determined by the City and runoff from the site into natural drainage is not significant.	improvement plans.		control plan	

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Noise					
COMP EIR 1st Addendum MM 12-1(a): Limit construction activities to daytime hours. Construction contractors shall be required to limit construction activities to daytime hours from 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 8:00 p.m. on Saturday and Sunday.	Discuss during pre-construction meeting and comply with the measure.	During construction activities	Roseville Engineering Division	None	
COMP EIR 1st Addendum MM 12-1(b): Provide information at construction sites. Construction contractors shall post signs at construction sites that include information on permitted construction days and hours, a day and evening contact number for the job site, and a contact number in the event of problems. An onsite complaint and enforcement manager shall respond to and track complaints and questions related to noise.	Discuss during pre-construction meeting and comply with the measure.	During construction activities	Roseville Engineering Division	None	
COMP EIR 1st Addendum MM 12-1(c): Measures for construction within 800 feet of a residence.	Discuss during pre-construction meeting and comply with the measure.	During construction activities	Roseville Engineering Division	None	

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The applicant shall require construction contractors working within 800 feet of an occupied residence to implement the following measures: • Equipment and trucks used for proposed project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds, wherever feasible). • Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for proposed Project construction shall be hydraulically or electrically powered where feasible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures,					

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such as use of drills rather than impact tools, shall be used whenever feasible. • Stationary construction noise sources shall be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent this does not interfere with construction purposes.					
COMP EIR 1st Addendum MM 12-2(a): Acoustical review of rooftop mechanical equipment near residential uses. Prior to issuance of a building permit for uses within 300 feet of existing or planned residential uses, a qualified acoustical consultant shall review the final specifications of proposed rooftop mechanical equipment to confirm that operational noise levels would not exceed 60 dBA Ldn/CNEL at exterior project residential uses and would not exceed 45 dBA Ldn/CNEL inside the residences.	Project plans will be reviewed for compliance.	Prior to issuance of building permits	Roseville Building Division	An acoustical study	

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Tribal Cultural Resources					
Parcel CO-52 MM TCR-1: Unanticipated discoveries. The following mitigation measure is intended to address the evaluation and treatment of inadvertent/unanticipated discoveries of potential Tribal Cultural Resources (TCRs) during a project's ground disturbing activities. a) If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC §21074). The Tribal Representative will make written recommendations for further evaluation and treatment as necessary. b) When avoidance is infeasible, preservation	This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.	Prior to and during construction activities	Roseville Building and Engineering Division	None	

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in place is the preferred option for mitigation of TCRs under CEQA and UAIC protocols, and every effort shall be made to preserve the resources in place, including through project redesign, if feasible. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, or returning objects to a location within the project area where they will not be subject to future impacts. Permanent curation of TCRs will not take place unless approved in writing by UAIC or by the California Native American Tribe that is traditionally and culturally affiliated with the project area. c) The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including, but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. The City will consult with the tribe(s) and implement appropriate treatment measures. Preservation in place is the preferred treatment, if feasible. Work					

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shall not resume within the no-work radius until the City, through consultation, determines that the treatment measures have been completed to its satisfaction, consistent with the requirements of CEQA and the Public Resources Code. d) Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of the CEQA, including AB52, have been satisfied.					
Utilities and Service Systems					
COMP EIR MM 4.4-2(a): Identify adequate detention facilities locations.	See above				
SIERRA VISTA SPECIFIC PLAN EIR MITGATION MEASURES and OTHER(S) for the PROPOSED GENERAL PLAN / SIERRA VISTA SPECIFIC PLAN AMENDMENTS					
Aesthetics					
SVSP EIR MM 4.14-1(a): Site lighting to minimize nuisance. Light producing uses, such as for ball field within	The City shall implement policies to reduce the nuisance effects of	Prior to issuance of building permits	The Parks and Recreation Director shall review the	None	

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the SVSP Area shall be located and oriented to minimize visual impacts on adjacent residential areas. Lighting should be shielded and designed to distribute light in the most effective and efficient manner, using the minimum amount of light to achieve the necessary illumination for the use, as defined by suggested lighting standards for competitive play.	nighttime/daytime and/or high-intensity illumination from the project.		proposed park plans and ensure that nighttime lighting is directed away from residences and open space corridors.		
Air Quality					
SVSP EIR MM 4.4-1: Dust and construction control measures. In accordance with the PCAPCD, the applicant shall comply with all applicable rules and regulations (e.g., Rule 202, 218 and 228). In addition, at the time of tentative map the applicant(s) shall implement a minimum of five (5) of the following measures unless superseded by state or other more stringent standards: The following mitigation measures shall be implemented to reduce short-term construction-related air quality impacts. In addition, dust control measures are required to be implemented by all projects in accordance with	The applicants shall submit construction management plans as part of the Grading Permit application. The Public Works Director shall review grading plans for inclusion of these measures prior to issuance of grading permits. The City Code Enforcement Officer shall respond to complaints.	Prior to issuance of grading permits	Director of Public Works shall ensure that dust control measures are implemented	Dust Control Plan and proof of submittal to PCAPCD	

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the City of Roseville Grading Ordinance, and the PCAPCD Fugitive Dust Rule 228. • Applicant shall submit to PCAPCD a Construction Emission/Dust Control Plan within 30 days prior to groundbreaking. If the PCAPCD does not respond within 20 days, the plan shall be considered approved. The plan must address the minimum requirements found in section 300 and 400 of District Rule 228, Fugitive Dust (www.placer.ca.gov/airpollution/airpolut.htm). The applicant shall keep a hard or electronic copy of Rule 228, Fugitive Dust on-site for reference. • The Construction Emission/Dust Control Plan shall include a comprehensive inventory (i.e. make, model, year, emission rating) of all heavy-duty off-road equipment (50 horsepower (HP) of greater) that will be used an aggregate of 40 or more hours for the construction project. The project representative shall provide PCAPCD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site					

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foreman. The plan shall demonstrate that the heavy-duty (> 50 HP) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NOX reduction and 45% particulate reduction compared to the most recent ARB fleet average. PCAPCD shall be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. Contractors can access the Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure (http://www.airquality.org/ceqa/ Construction_Mitigation_Calculator.xls). The following measures are also included to reduce construction-related ROG, Nox, PM10 and PM2.5 emissions: • All construction equipment shall be					

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maintained in good operating condition. Contractor shall ensure that all construction equipment is being properly serviced and maintained as per the manufacturer's specifications. Maintenance records shall be available at the construction site for verification. This measure will reduce combustion emissions of all criteria air pollutants. • Prior to the issuance of any grading permits, all applicants shall submit construction plans denoting the proposed schedule and projected equipment use. Construction contractors shall provide evidence that low emission mobile construction will be used, or that their use was investigated and found to be infeasible for the project. Low emission equipment is defined as meeting the California Air Resources Board's Tier III standards. Contractors shall also conform to any construction measures imposed by the PCAPCD as well as City Planning Staff. This measure will primarily reduce ROG, Nox, PM10, and PM2.5 exhaust emissions. • Paints and coating shall be applied either by					

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hand or by high volume, low-pressure spray. This measure will reduce evaporative ROG emissions. • All construction shall comply with the following measures to reduce fugitive dust related emissions of PM10 and PM2.5: o Maintain a minimum 24-inch freeboard on soil haul trucks or cover payloads using tarps or other suitable means. o Suspend grading operations during high winds (greater than 15 mph). o Sweep streets as necessary if silt is carried off-site to adjacent public thoroughfares or occurs as a result of hauling. o Dispose of surplus excavated material in accordance with local ordinances and use sound engineering practices. o Schedule activities to minimize the amounts of exposed excavated soil during and after the end of work periods. o Phase grading into smaller areas to prevent the susceptibility of larger areas to					

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erosion over extended periods of time. ○ Pave or apply gravel to any on-site haul roads. ○ Reestablish ground cover on the construction site through seeding and water. ○ Clean earth moving construction equipment with water or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with National Pollutant Discharge Elimination System Best Management Practices and the Roseville Grading Ordinance. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be on-site, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site. ○ Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance					

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with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturers' specifications, to all-inactive construction areas (previously graded areas which remain inactive for 96 hours). o Minimize diesel idling time to a maximum of five minutes. o Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible. o An applicant representative, ARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely (i.e., once per week) evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading more than 20 acres in size, regardless of how many acres are to be disturbed daily. o Construction equipment exhaust emissions shall not exceed the PCAPCD					

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Visible Emissions Rule 202. Fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified and the equipment must be repaired within 72 hours. The City of Roseville is currently working with the Placer County Pollution Control District to update the standard mitigation measures. The following measures will likely be required at the time specific development is proposed. 1a. Prior to approval of Grading/ plans the applicant shall submit a Construction Emission/Dust Control Plan to the Placer County APCD. The plan must be submitted by certified mail, or receive a date stamp or other submittal proof. This plan must address the minimum Administrative Requirements found in section 300 and 400 of APCD Rule 228, Fugitive Dust. The applicant shall not break ground prior to receiving APCD approval of the Construction Emission/Dust Control Plan. If the applicant has submittal proof of submittal and no					

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response is received from the District within 20 working days the plan shall be deemed complete, and construction may begin. 1b. Include the following standard note on the Improvement/Grading Plan: The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower of greater) that will be used an aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall the prime contractor shall contact the APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated construction timeline including start date, and name and phone number of the property owner, project manager, and on-site foreman. 1c. Prior to approval of Grading/Improvement Plans, the applicant shall provide a plan to					

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the Placer County APCD for approval by the District demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent Nox reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. 2. Include the following standard note on the Improvement/Grading Plan: If required by the Public Works Department, the contractor shall hold a pre-construction meeting prior to grading activities. The contractor shall invite the Placer County APCD to the pre-construction meeting in order to discuss the construction emission/dust control plan with employees and/or contractors. 3. Prior to building permit approval, the					

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applicant shall show, on the plans submitted to the Building Department, that electrical outlets shall be installed on the exterior walls of both the front and back of all residences or all commercial buildings to promote the use of electric landscape maintenance equipment. 4. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, provisions for construction of new residences, and where natural gas is available, the installation of a gas outlet for use with outdoor cooking appliances, such as a gas barbecue or outdoor recreational fire pits. 5. Prior to building permit approval, in accordance with District Rule 225, only U.S. EPA Phase II certified wood burning devices shall be allowed in single-family residences. The emission potential from each residence shall not exceed a cumulative total of 7.5 grams per hour for all devices. Masonry fireplaces shall have either an EPA certified Phase II wood burning device or shall be a U.L. Listed Decorative Gas Appliance. (Rule					

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225) 6. Wood burning or Pellet appliances shall not be permitted in multi-family developments. Only natural gas or propane fired fireplace appliances are permitted. These appliances shall be clearly delineated on the Floor Plans submitted in conjunction with the Building Permit application. (Rule 225/section 302.2) 7. Prior to the issuance of a Building Permit, the applicant shall show that all flat roofs with parapets shall include a white or silver cap sheet to reduce energy demands. 8. Diesel trucks shall be prohibited from idling more than five minutes. Prior to the issuance of a Building Permit, the applicant shall show that all truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two dock doors. Diesel Trucks idling for more than five minutes shall be required to connect to the 110/208 volt power to run any auxiliary equipment. 2'x3' signage which indicates "Diesel engine Idling Limited to a Maximum of 5 Minutes" shall be shown on the building elevations and shall be submitted to the					

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Placer County APCD prior to the issuance of Building Permits for the project. 9. Prior to approval of Improvement Plans, an enforcement plan shall be established, and submitted to the APCD for review, in order to evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities on a weekly basis, using standards as defined in California Code of Regulations, Title 13, Sections 2180 – 2194. An Environmental Coordinator, hired by the prime contractor or property owner, and who is CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified by APCD and the equipment must be repaired within 72 hours. (California Code of Regulations, Title 13, Sections 2180 – 2194) PCAPCD Rules (Existing District requirements to be added as construction notes or referenced in conditions of approval)					

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New Standard Condition of Approval (for all projects): The project shall comply with all applicable Placer County Air Pollution Control District rules and regulations, and shall obtain applicable permits and/or clearances from the District prior to the start of construction. The following air quality notes shall be added to the grading and/or improvement plans: • The contractor shall use CARB ultra low sulfur diesel fuel for all diesel–powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations). • Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building					

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Permit. (Rule 501) • Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501) • All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452). • The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible. • During construction, the contractor shall minimize idling time to a maximum of 5					

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minutes for all diesel powered equipment. • During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228/section 401.2)					
SVSP EIR WMM 4.4-3: Measures to reduce operational emissions. Following receipt of an application for a Tentative Maps (excluding the large lot subdivision map) or Design Review Permit for individual projects with the Specific Plan, the City will forward an early consultation notice to the Placer County Air Pollution Control District (PCAPCD). Where the PCAPCD provides comments on a specific development proposal, the City shall consult with PCAPCD and the developer to incorporate measures recommended by the PCAPCD and City into the project. Where the PCAPCD does not provide comment on a specific development proposal, the City shall incorporate measures that reduce vehicle emissions and operation emissions from the proposed development. This measure will be implemented through project design, conditions of approval, noticing and disclosure statements,	The Applicants shall provide this information as general notes on the grading plans. The Public Works Director shall review plans for inclusion of this measure prior to issuance of building permits. The City Code Enforcement Officer shall respond to complaints.	Prior to issuance of grading permits	The Public Works Director and Code Enforcement Officer shall ensure that the dust control measures are implemented.	Required plans and proof of submittal to PCAPCD	

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or through the City's plan check and inspection processes. This process is intended to ensure that best available and practical approaches are used to reduce operational emissions in specific tentative map and design review permit applications. The following is a listing of the types of potential measures that could be implemented for the purpose of further reducing vehicle and operational emissions. • Provide tree plantings that meet or exceed the requirements of the City's Community Design Guidelines to provide shading of buildings and parking lots. • Landscape with native drought-resistant plants (ground covers, shrubs and trees) with particular consideration of plantings that are not reliant on gas-powered landscape maintenance equipment. • Require all flat roofs on non-residential structures to have a white or silver cap sheet to reduce energy demand. • Provide conductive/inductive electric vehicle charging station and signage prohibiting parking for non-electric vehicles within					

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designated spaces within non-residential developments. • Provide vanpool parking only spaces and preferential parking for carpools to accommodate carpools and vanpools in employment areas (e.g. community commercial, business-professional uses) • All truck loading and unloading docks shall be equipped with one 110/208 volt power outlet for every two-dock doors. Signs shall be posted stating “Diesel trucks are prohibited from idling more than five minutes and trucks requiring auxiliary power shall connect to the 110/208-volt outlets to run auxiliary equipment”. • Design streets to maximize pedestrian access to transit stops. • Require site design to maximize access to transit lines, to accommodate bus travel, and to provide lighted shelters at transit access points. • Develop the plan consistent with the higher residential densities (within approved					

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residential density ranges of zone) provided around the village nodes and transit corridors. • Include photovoltaic systems in project design and/or participate in Roseville Electric incentive programs for energy-efficient development. Measures for Detached Single-Family Residences: • Require electrical outlets be installed on the exterior walls of both the front and back of residences to promote the use of electric landscape maintenance equipment. • Require installation of a gas outlet in the rear of residential buildings for use of outdoor cooking appliances, such as gas burning barbeques. • Require installation of low nitrogen oxide (NOx) hot water heaters (beyond District Rule 246 requirements) • Provide notice to homebuyers of incentive and rebate programs available through Roseville Electric or other providers that					

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encourage the purchase of electric landscape maintenance equipment. • Only gas fireplaces should be permitted. Where propane or natural gas service is not available, only EPA Phase II certified wood-burning devices shall be allowed in single-family residences. The emission potential from each residence shall not exceed 7.5 grams per hour. Wood-burning or Pellet appliances shall not be permitted in multi-family developments.					
SVSP EIR WMM 4.4-7: Risk assessment and site specific measures. Users that could generate toxic air contaminants will be required to submit a Permit to Operate to the PCAPCD. The District will review the use and if a proposed project would cause the combined emissions of TACs to exceed the risk standard of ten in one million at residences or public uses (schools, parks, etc.), additional modeling and/or environmental review would be required to demonstrate emissions from that use or other uses would be reduced so that the standard is not exceeded. For example, an	The applicant shall submit a Permit to Operate to the Placer County Air Pollution Control District during the design review process.	Applicants shall obtain a permit to operate from the PCAPCD, as needed, prior to issuance of a certificate of occupancy.	The Placer County Air Pollution Control District shall review proposals and notify the Planning Director should a proposed use exceed the TAC threshold. The Planning Director and Environmental Coordinator shall determine if additional environmental review is required prior to	Copy of Permit to Operate, if applicable	

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applicant could proposed to retrofit an existing operation in order to lower the total TAC emissions in the SVSP area.			approval of the use and ensure that measures are implemented to reduce exposure to TACs.		
Biological Resources					
SVSP EIR MM 4.8-2: Relocate western spadefoots. The location of pools that are occupied by western spadefoot shall be determined through surveys conducted during the appropriate season (generally February), by a qualified biologist. Those pools that are found to support western spadefoot shall be avoided if feasible. If avoidance is not feasible, then the CDFG shall be consulted for its recommendation with respect to an adult or larval or egg masses capture and relocation plan. Although there is no set protocol for this type of activity, the capture and relocation of reptile and amphibian species from areas that will be destroyed to areas of unoccupied suitable habitat is a fairly standard part of both USFWS and CDFG procedures and	The applicants shall obtain appropriate permits from the Corps and USFWS to ensure that there is no net loss of wetlands. The Applicants shall prepare annual reports on the status and success of mitigation and shall submit these responses to USFWS. The Applicants shall coordinate with USFWS to modify as necessary any mitigation plans in an effort to attain mitigation success.	Prior to issuance of grading permit	The City's Environmental Coordinator shall ensure that onsite wetlands are preserved and maintained consistent with the Operations and Maintenance Plan.	Results of surveys and copy of permits from the Corps and USFWS	

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recommendations for mitigating impacts. When done in combination with habitat restoration and preservation, the procedure is known to be successful in preserving displaced populations. These measures would mandate that, where habitat avoidance is infeasible, western spadefoots displaced from pools that are destroyed during construction shall be relocated to protected areas of suitable habitat.					
SVSP EIR MM 4.8-3: Avoid nesting sites. To ensure that fully protected bird and raptor species are not injured or disturbed by construction in the vicinity of nesting habitat, the project applicant shall implement the following measures: *Raptors* a) When feasible, all tree removal shall occur between August 30th and February 15th to avoid the breeding season of any raptor species that could be using the area, and to discourage hawks from nesting in the vicinity of an upcoming construction area. b) For Swainson's hawk, if avoidance of tree	Results of preconstruction surveys shall be submitted to the Chief Building Inspector prior to the issuance of a grading permit. Applicable construction restrictions shall be reflected within building plans. The applicants shall prepare annual reports on the status and success of mitigation and shall submit these reports to USFWS and CDFG. The applicants shall coordinate with USFWS and	Prior to approval of grading and building permits.	The Chief Building Inspector shall ensure that appropriate measures are reflected in the grading permit and/or building plans. The Building Official shall ensure that construction contractors comply with the measures. The Code Enforcement Inspector shall enforce the City's	Pre-construction surveys, if applicable	

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removal outside the breeding season is not feasible, and a nest is present, the applicants would be required to obtain a 2081 permit from CDFG to mitigate for potential "take" under CESA. If no nesting is occurring, a take permit would not be required. c) Prior to the beginning of mass grading, including grading for major infrastructure improvements, during the period between February 15th and August 30th, all trees and potential burrowing owl habitat within 350 feet of any grading or earthmoving activity shall be surveyed for active raptor nests or burrows by a qualified biologist no more than 30-days prior to disturbance. If active raptor nests or burrows are found, and the site is within 350-feet of potential construction activity, a highly visible temporary fence shall be erected around the tree or burrow(s) at a distance of up to 350-feet, depending on the species, from the edge of the canopy to prevent construction disturbance and intrusions on the nest area. d) Preconstruction and non-breeding season	CDFG to modify as necessary any mitigation plans in an effort to attain mitigation success.		regulations. The Environmental Coordinator shall oversee open space areas for compliance with the Operations and Maintenance Plan.		

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exclusion measures shall be developed in consultation with CDFG, and shall preclude burrowing owl occupation of the portions of the project site subject to disturbance such as grading. Burrowing owls may be passively excluded from burrows in construction areas by placing one-way doors in the burrows according to CDFG protocol. The one-way doors must be in place for a minimum of three days. All burrows that may be occupied by burrowing owls regardless of whether they exhibit signs of occupation must be cleared with the one way doors. Burrows that have been cleared through the use of the one-way doors shall then be closed or backfilled to prevent owls from entering the burrow. e) No construction vehicles shall be permitted within restricted areas (i.e., raptor protection zones) unless directly related to the management or protection of the legally protected species. f) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30th or					

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until the adults and young of the year are no longer dependent on the nest site as determined by a qualified biologist. *Black Rails and Tri-colored Blackbirds* Prior to earth moving that would disturb marsh habitat, a qualified biologist shall conduct surveys to determine the presence of the California black rail. If either of these species is found, all earth moving within 250 feet shall stop and measures, including establishing nest protection buffers along both sides of Curry Creek during the nesting season (generally February 1 through August 31st) shall be implemented. *Rookeries* No heron rookeries are present within the plan area. Prior to earthmoving that would disturb marsh habitat or tree removal of the eucalyptus grove, pre-construction surveys should be conducted to verify that no rookeries have been established. If rookeries are present all earth moving within 250-feet shall stop, during the breeding season.					

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SVSP EIR MM 4.8-4: Off-site and on-site preservation of grassland habitat. *Swainson's Hawk* CDFG recommends that projects that result in the loss of potential foraging habitat for Swainson's hawk (which includes grasslands) within 10-miles of an active nest site provide mitigation for that loss. To the extent feasible, strategies for preserving on-site grasslands as raptor and migratory bird foraging habitat will be addressed in the Operations and Maintenance Plan prepared pursuant to the Section 404 Permit. Some of these strategies could include; but are not necessarily limited to, grazing for grassland management, monitoring for biological values, and adaptive management. Mitigation for Swainson's hawk foraging habitat would concurrently mitigate for loss of habitat for a number of other wildlife species in the region such as burrowing owl, red-tailed hawk, white-tailed kite, northern harrier, Ferruginous hawk, and logger-head shrike among others. Based on information obtained through consultation with CDFG and otherwise, a	Appropriate environmental review and appropriate permits shall be conducted and obtained in accordance with applicable rules and regulations governing the protection of listed species.	Prior to issuance of grading permit	The City's Environmental Coordinator shall ensure that grassland habitats are preserved and maintained consistent with the Operations and Maintenance Plan.	Operations and Maintenance Plan prepared pursuant to Section 404 permit, if applicable	

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Swainson's Hawk Grassland Habitat Mitigation Plan shall be developed to mitigate for the loss of grassland foraging habitat, consistent with the ratios set forth in Table 4.8-7 in the SVSP EIR. Areas within Placer County including the Toad Hill Mitigation Bank, the Western Placer Schools Mitigation Area and a portion of Koshman Ranch and other sites that will be located within Placer County via conservation easements or other mechanisms would provide a total of 1,036 upland/grassland acres. This would reduce the impacts to Swainson's Hawk to a less than significant level. *Long-billed Curlew, Burrowing Owls* Mitigation for the Swainson's hawk would ensure that adequate grassland is preserved at ratios identified in Table 4.8-7 in the SVSP EIR. For foraging within one mile of an active nest, mitigation would be 1:1. Greater than a mile would be at an amount of .75:1. This would set aside adequate grassland that would reduce impacts from loss of grasslands to these species to a less than significant level.					
SVSP EIR MM 4.8-7: Off-site surveys.	Appropriate biological	Prior to issuance of	The Director of Public	Biological	

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Prior to construction of any off-site infrastructure, a qualified biologist shall perform detailed, and if necessary, focused biological surveys of any undisturbed areas that would be affected by infrastructure development. Because infrastructure for the proposed project would be located in road right-of-way, or undeveloped land similar to the project site, the biological resources that would be expected to occur would not differ substantially from those identified in the SVSP EIR. If it is determined that wetland resources or sensitive species would be impacted MM 4.8-1 and MM 4.8-2 shall be implemented, as appropriate to the resource. If it is determined that active nests exist within the off-site improvement location, MM 4.8-3 shall be implemented as appropriate to the species. If it is determined the off-site improvement is located within or adjacent to a wildlife movement corridor, MM 4.8-5 shall be implemented.	surveys, environmental review, and appropriate permits shall be conducted in accordance with applicable rules and regulations governing the protection of listed species.	grading permit	Works and the Environmental Coordinator shall ensure that the appropriate environmental review and permits are obtained and measures implemented to reduce impacts associated with off-site infrastructure.	surveys, if applicable	
Cultural Resources					
SVSP EIR MM 4.9-1: Cease work and consult with a qualified archaeologist.	This condition shall be reflected in all construction	Prior to issuance of grading permit and/	The Public Works Director will ensure	None	

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Should any cultural resources, such as structural features, any amount of bone or shell, artifacts, human remains, or architectural remains, be encountered during any subsurface development activities, work shall be suspended within 100-feet of the find. The City of Roseville Planning and Public Works Staff shall be immediately notified. At that time, the City of Roseville shall coordinate any necessary investigation of the site with qualified archaeologists as needed, to assess the resource (i.e., whether it is an "historical resource" or a "unique archaeological resource") and provide proper management recommendations should potential impacts to the resources be found to be significant. Possible management recommendations for important resources could include resource avoidance or, where avoidance is infeasible in light of project design or layout or is unnecessary to avoid significant effects, data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff, in consultation with the archaeologists, to be to avoid or minimize significant effects to the cultural resources. In	and building plans. The Public Works Director shall review plans for inclusion and permits of specifications prior to the issuance of building permits.	or approval of improvement plans.	that appropriate measures are reflected in the grading permit and/or building improvement plans. The Building Official shall ensure that construction contractors comply with the measures. The Code Enforcement Inspector shall enforce the City's regulations.		

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addition, pursuant to Section 5097.98 or the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.					
SVSP EIR MM 4.9-5: Conduct appropriate off-site studies. Prior to undertaking construction of off-site infrastructure, the City shall determine whether or not cultural resource surveys have been undertaken for any areas to be disturbed during construction. If surveys were conducted, the City shall document that any identified resources were treated as recommended in the studies. If no studies or surveys were conducted, the City shall ensure that a qualified archaeologist conducts the appropriate level of study. If resources are found, recommendations shall be implemented to ensure that the resources are avoided, protected and/or recorded, as	Cultural resource surveys shall be conducted by a qualified archaeologist and any resulting recommendations to protect resources shall be reflected in all construction and building plans. The Public Works Director shall review plans for inclusion of specifications prior to the issuance of building permits.	During construction, as a condition of Grading and Building Permits.	The Public Works Director shall ensure that appropriate measures are reflected in the grading permit and/or building plans. The Building Official shall ensure that construction contractors comply with the measures. The Code Enforcement Inspector shall	None	

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determined to be feasible and appropriate by City staff.			enforce the City's regulations. The Environmental Coordinator shall oversee open space areas for compliance with the Operations and Maintenance Plan. The Parks and Recreation Director shall ensure that measures to protect and mitigate historic resources are implemented for any historic structures within parks property.		
Energy					
SVSP EIR MM 4.4-1: Dust and construction control measures.	See above.				
SVSP EIR WMM 4.4-3: Measures to reduce operational emissions.	See above.				

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SVSP EIR MM 4.5-2: Additional measures to reduce GHG emissions. For each new development within the project site requiring a discretionary approval (e.g., tentative subdivision map, conditional use permit), the City shall impose mitigation measures that reduce GHG emissions to the extent feasible and to the extent appropriate with respect to the state's progress at the time toward meeting GHG emissions reductions required by the California Global Warming Solutions Act of 2006 (AB 32). The City shall require feasible reduction measures that, in combination with existing and future regulatory measures developed under AB 32, will reduce GHG emissions associated with the operation of developments and supporting infrastructure that are part of the proposed project by 30% from business-as-usual emissions levels projected for 2025, if feasible.	The applicant shall submit construction management plans as part of the Grading Permit application. The Public Works Director shall review grading plans for inclusion of these measures prior to issuance of grading permits. The City Code Enforcement Officer shall respond to complaints. In addition, plans will be reviewed by the Placer County Air Pollution Control District for compliance with their rules and regulations.	Prior to issuance of Grading Permits.	Director of Public Works shall ensure that dust and construction-control measures are implemented.	None	
Geology and Soils					
SVSP EIR MM 4.9-3: Cease work until review is conducted by a qualified paleontologist and	This condition shall be reflected in all construction	During construction, as a condition of	The Public Works Director will ensure	None	

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recommendations are implemented. Should any evidence of paleontological resources (e.g. fossils) be encountered during grading or excavation, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance, if feasible in light of project design or layout, or data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff in consultation with the paleontologist for the protection of the paleontological resources.	and building plans and permits. The Public Works Director shall review plans for inclusion of specifications prior to the issuance of building permits.	Grading and Building Permits.	that appropriate measures are reflected in the grading permit and/or building plans. The Building Official shall ensure that construction contractors comply with the measures. The Code Enforcement Inspector shall enforce the City's regulations.		
Greenhouse Gases					
SVSP EIR MM 4.4-1: Dust and construction control measures.	See above.				
SVSP EIR MM 4.5-2: Additional measures to	See above.				

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reduce GHG emissions.					
Hazards and Hazardous Materials					
SVSP EIR MM 4.10-1: Identify potential hazardous materials (soil contamination, tank or well sites, lead based paint and/or asbestos). Prior to site development in the SVSP, recommended testing and remediation, if needed shall occur. Groundwater wells shall be properly closed. If evidence of soil contamination, septic tanks, or other underground storage tanks are encountered in previously unidentified locations in the SVSP area, work shall cease until the area can be tested, and if necessary remediated and/or properly removed or closed. Remediation activities could include removal of contaminated soil, and/or onsite treatment. As part of the process, the City shall ensure that any necessary investigation and/or remediation activities are coordinated with the Roseville Fire Department, Placer County Division of Environmental Health, and if needed, other appropriate federal, state and local agencies.	The applicants shall be responsible for conducting soil testing and/or recommendation of the Phase I environmental site assessments.	Prior to issuance of building permits	The Roseville Fire Department shall oversee any activities related to hazardous materials.	Phase I environmental assessment, if conditions warrant	

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Once a site is remediated, construction can continue.					
Hydrology and Water Quality					
SVSP EIR WMM 4.12-2: Pay fair share of Roseville regional stormwater retention facility improvements. The City shall collect the Pleasant Grove Drainage fee from the applicants prior to the approval of each building permit, which would cover the cost of retention for that development's portion of the Roseville regional retention basin at Reason Farms.	The City shall collect the Pleasant Grove Drainage fee from applicants.	Prior to the issuance of Building Permits	The Public Works Director shall monitor and ensure that the Pleasant Grove drainage fee is collected.	None	
SVSP EIR MM 4.13-1: Implement construction activity stormwater protection standards. Prior to the issuance of a City grading permit and the commencement of construction activities, compliance with the State's General Construction permit, the City of Roseville's Construction Standards, and the City's Stormwater BMP Guidance Manual will be met. This includes the creation of a Storm Water Pollution Prevention Plan (SWPPP) that will	This condition shall be reflected in all construction and building plans. The Public Works Director shall review plans for inclusion of specifications prior to the issuance of building permits.	Prior to issuance of grading or building permits.	The Public Works Director shall ensure that appropriate measures are reflected in the grading permit and/or building plans. The Building Official shall ensure that construction contractors comply	Storm Water Pollution Prevention Plan (SWPPP)	

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identify the site, the location of sensitive habitats or watercourses, drainage areas, discharge locations, soil disturbance areas, and the locations of all runoff, erosion control, and sediment control Best Management Practices (BMPs). On-going monitoring and adjustments to the SWPPP will occur when needed to address changes in the field as construction activities evolve.			with the measures. The Code Enforcement Inspector shall enforce the City's regulations.		
Land Use and Planning					
SVSP EIR MM 4.6-1: Construction noise reduction. MM 4.6-1(a): Construction activities shall comply with the requirements of the City of Roseville Noise Ordinance. MM4.6-1(b): Locate fixed construction equipment such as compressors and generators as far as possible from sensitive receptors. Shroud or shield all impact tools, and muffle or shield all in-take and exhaust ports on power construction equipment. MM 4.6-1(c): Designate a construction disturbance coordinator and conspicuously post	These measures shall be included on building plans. The Chief Building Inspector shall review plans for inclusion of these measures prior to issuance of building permits. The Code Enforcement Inspector shall respond to complaints.	Prior to approval of grading permits and/or building permits.	The Chief Building Inspector shall ensure that appropriate noise control measures are reflected in the building plans. The Building Official shall ensure that construction contractors comply with the measures. The Code Enforcement Inspector shall	None	

ATTACHMENT D

APPLICABLE MITIGATION MEASURES
from the HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN EIR and SIERRA VISTA SPECIFIC PLAN EIR and Associated Addenda
And
New Measure(s) Included as Part of the Proposed Project

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
the Coordinator's contact information around the project site and in adjacent public spaces. The disturbance coordinator will receive all public complaints about construction noise disturbances, and will be responsible for determining the cause of the complaint, and implementing any feasible measures to be taken to alleviate the problem. MM 4.6-1(d): Well drilling shall occur prior to construction of the adjacent subdivision, to the extent feasible. If construction timing for the wells occurs after subdivision construction, then measures to reduce noise shall include; hanging flexible sound control curtains around the drilling apparatus, and the drill rig, to the degree feasible, as determined by the Environmental Utilities Director, if located within 1,000-feet of an occupied residence.			enforce the City's Noise Ordinance regulations.		
Noise					
SVSP EIR MM 4.6-1: Construction noise reduction.	See above				
SVSP EIR MM 4.6-4: Traffic noise attenuation.	Applicants shall submit site-specific acoustical analyses	Prior to issuance of	The Chief Building Inspector shall ensure	An acoustical study, if	

ATTACHMENT D

APPLICABLE MITIGATION MEASURES
from the HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN EIR and SIERRA VISTA SPECIFIC PLAN EIR and Associated Addenda
And
New Measure(s) Included as Part of the Proposed Project

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
MM 4.6-4(a): Masonry walls and/or landscaped berms shall be constructed along the major project-area roadways adjacent to proposed residential uses if acoustical studies warrant sound attenuation, otherwise standard wood fencing is acceptable. Draft EIR Table 4.6-10 data shall be consulted to determine appropriate barrier heights. If the assumptions shown in Table 4.6-10 vary considerably, a detailed analysis of exterior and interior mitigation measures should be conducted when tentative maps become available. MM 4.6-4(b): In areas requiring sound attenuation, noise barrier walls shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials. Wood is not recommended for construction due to eventual warping and degradation of acoustical performance. MM 4.6-4(c): Tentative map applications for residential uses located along Fiddyment Road would be required to include an analysis of interior noise levels. The report shall be conducted by a qualified acoustical engineer	to the Chief Building Inspector for review.	building permits.	that appropriate noise control measures are reflected in the building plans. The Building Official shall ensure that construction contractors comply with the measures. The Code Enforcement Inspector shall enforce the City's Noise Ordinance regulations.	conditions or plans deviate from Specific Plan or EIR.	

ATTACHMENT D

APPLICABLE MITIGATION MEASURES
from the HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN EIR and SIERRA VISTA SPECIFIC PLAN EIR and Associated Addenda
And
New Measure(s) Included as Part of the Proposed Project

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
and shall specify the measures required to achieve compliance with the City of Roseville 45 dB Ldn interior noise level standard.					
SVSP EIR MM 4.5-8: On-site traffic noise attenuation. The project developer shall demonstrate through an acoustical study that residences along roadways will be subject to noise levels consistent with the City's standards. The standards could be achieved through a combination of setbacks, soundwalls or other barriers, building orientation or other measures. An acoustical analysis shall be required to demonstrate that these measures will result in acceptable noise levels.	Applicants shall submit site-specific acoustical analyses to the Chief Building Inspector for review.	Prior to issuance of building permits.	The Chief Building Inspector shall ensure that appropriate noise control measures are reflected in the building plans. The Building Official shall ensure that construction contractors comply with the measures. The Code Enforcement Inspector shall enforce the City's Noise Ordinance regulations.	An acoustical study, if conditions or plans deviate from Specific Plan or EIR.	
Public Services					
SVSP EIR MM 4.11.3-2: Safe routes to school. The applicants shall work with the school	Prior to building permits being issued within the	Prior to issuance of building permits	The Planning Director and Public Works	None	

ATTACHMENT D

APPLICABLE MITIGATION MEASURES
from the HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN EIR and SIERRA VISTA SPECIFIC PLAN EIR and Associated Addenda
And
New Measure(s) Included as Part of the Proposed Project

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
districts to identify safe routes to school. The school district should encourage an appropriate mechanism for transporting students to schools, both within the specific plan area, as well as outside the project area. Bus programs would reduce traffic congestion and reduce potential air quality impacts.	SVSP, school transportation policies should be developed in coordination with appropriate school district.		Director shall ensure that student transportation issues are addressed in coordination with the appropriate school district.		
Tribal Cultural Resources					
SVSP EIR MM 4.9-1: Cease work and consult with a qualified archaeologist.	See above.				
SVSP EIR MM 4.9-5: Conduct appropriate off-site studies.	See above.				
Utilities and Service Systems					
SVSP EIR WMM 4.11-5: Wastewater treatment plant capacity. Prior to obtaining building permits for development that would cause total wastewater flows from SVSP to contribute to total flows at the PGWWTP exceeding 75 percent utilization of treatment plant capacity (General Plan Policy	The applicants shall demonstrate that the PGWWTP shall be expanded.	Prior to issuance of building permit that would cause total wastewater flows to exceed 75 percent utilization of treatment plant	The Environmental Utilities Director shall monitor the capacity of the PGWWTP and ensure that expansion occurs in advance of the need.	None	

ATTACHMENT D

APPLICABLE MITIGATION MEASURES
from the HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN EIR and SIERRA VISTA SPECIFIC PLAN EIR and Associated Addenda
And
New Measure(s) Included as Part of the Proposed Project

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
3), the City shall confirm that the PGWWTP has adequate capacity and/or will be expanded to accommodate total flow from the SVSP by the time needed to serve that development. This includes obtaining all necessary permits to discharge the treated flow. The City shall also demonstrate that the timing of the plant expansion will be adequate to serve the SVSP area without impeding other planned development within the 2005 SAB. The City shall ensure that all relevant mitigation measures identified in the Wastewater Master Plan EIR are implemented. A list of mitigation measures applicable to this project area are found in Appendix H of the SVSP EIR.		capacity.			
SVSP EIR MM 4.12.4-2: Divert construction debris. The applicants shall ensure a 50% reduction in the construction waste stream generated from development within the SVSP. In Developer contracts with construction contractors and their sub-contractors, the Developer shall require that construction waste be reduced by 50%. The Developer shall further require that contractors and sub-contractors submit records of diversion	Applicants and contractors shall keep and submit records demonstrating 50% reduction in construction waste.	At the time of construction, debris will be diverted to an appropriate recycling facility	The Environmental Utilities Director shall ensure that the Applicants are complying with the construction debris diversion requirements.	Records of diversion	

ATTACHMENT D

APPLICABLE MITIGATION MEASURES
from the HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN EIR and SIERRA VISTA SPECIFIC PLAN EIR and Associated Addenda
And
New Measure(s) Included as Part of the Proposed Project

Mitigation Measure	Implementation	Timing	Reviewing Party	Documents to be Submitted to the City	Staff Use Only
and disposal to the City's Environmental Utilities Department in order to verify compliance with this requirement.					

RESOLUTION NO.23-388

AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE

WHEREAS, a proposal has been submitted to amend the General Plan 2035 – Land Use Map of the City of Roseville for that portion of certain real property within the City of Roseville known as Hewlett-Packard Campus Oaks Master Plan Parcel CO-52 from Tech Park/Business Professional – Light Industrial (T/BP LI) to High Density Residential (HDR) and Sierra Vista Specific Plan Parcel WB-52 from Parks and Recreation (PR) to High Density Residential (HDR), as shown in Exhibits C and D, attached and incorporated herein by reference; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the General Plan on August 24, 2023; and

WHEREAS, on September 20, 2023, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on September 20, 2023, the City Council considered the 5th Addendum to the Hewlett-Packard Campus Oaks Master Plan Environmental Impact Report (EIR) (SCH #95112022, certified on June 5, 1996) and considered the 12th Addendum to the Sierra Vista Specific Plan EIR (SCH #2008032115, certified May 5, 2010); and

WHEREAS, the Council of the City of Roseville desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendment changing the Land Use Map (attached as Exhibit E) is hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendments on permanent public display in the Development Services Department of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

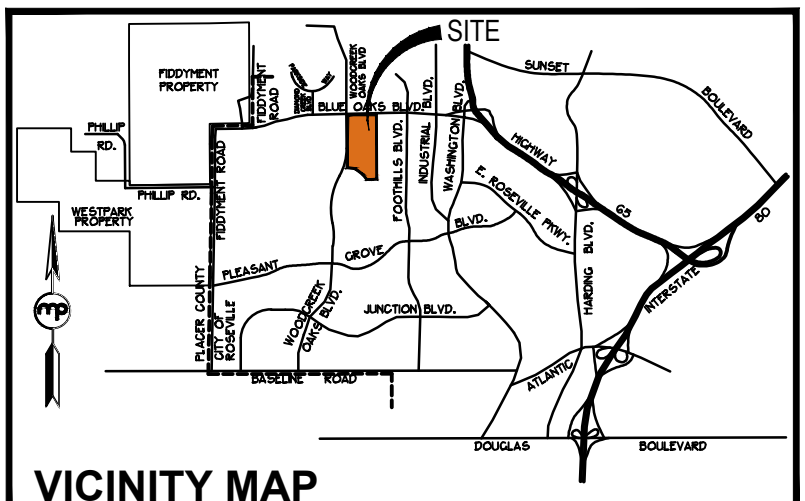
_____
City Clerk

Campus Oaks
MASTER PLAN AMENDMENT

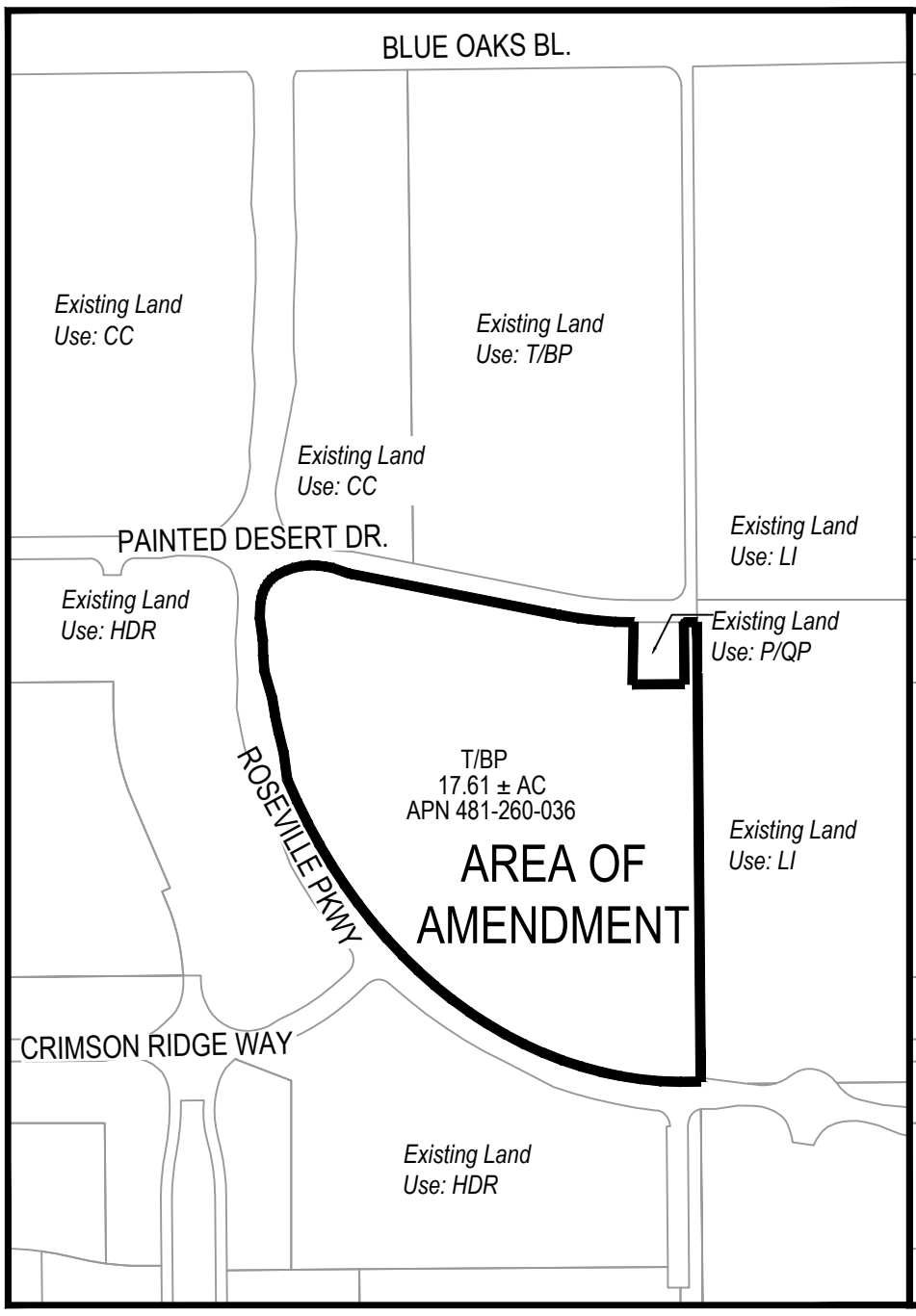
HEWLETT-PACKARD ROSEVILLE CAMPUS OAKS MASTER PLAN

GENERAL PLAN AMENDMENT FOR CO-52

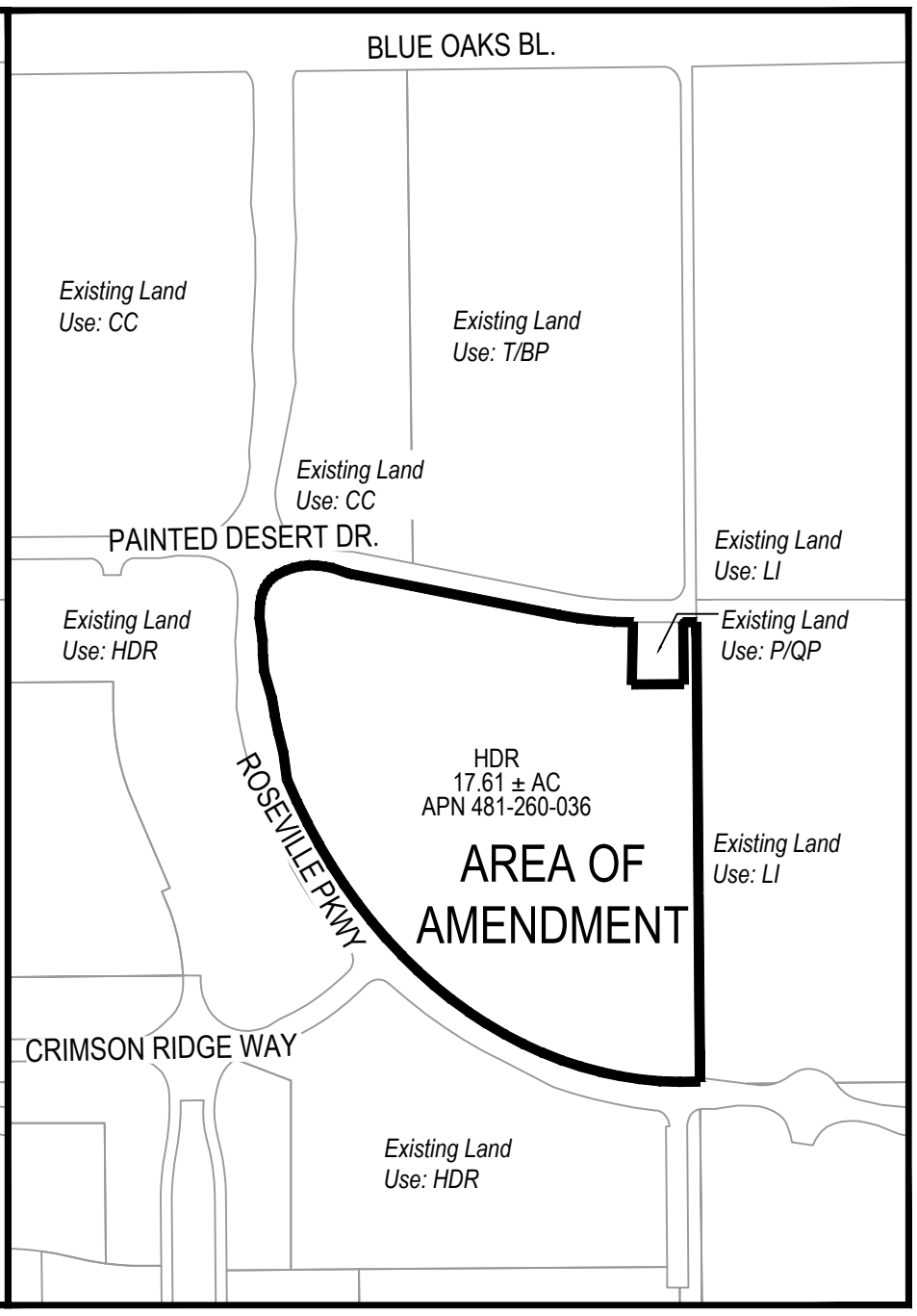
APRIL 12, 2022



EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN



ASSESSOR'S PARCEL NUMBER: 481-260-036

EXISTING LAND USE: T/BP - TECH/BUSINESS PARK

PROPOSED LAND USE: HDR - HIGH-DENSITY RESIDENTIAL

SITE AREA: 17.61 ± ACRES

GRAPHIC SCALE

400 200 0 400 800

1 in = 400 ft

@ 17" X 11" SHEET SIZE

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom * Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

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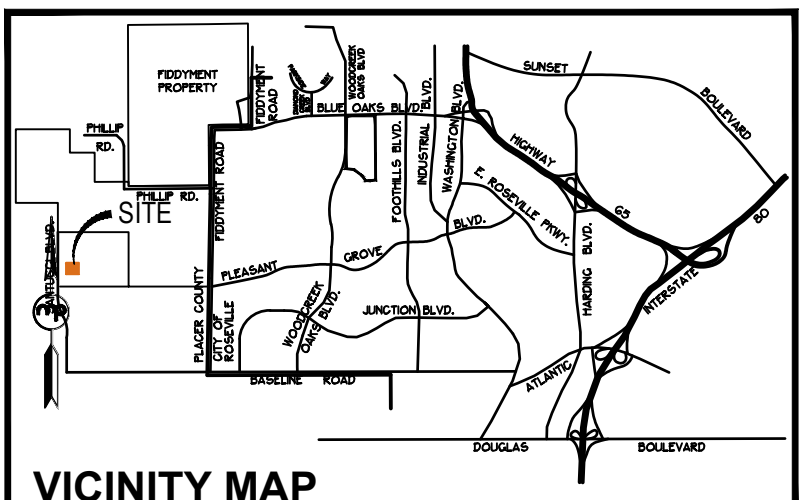
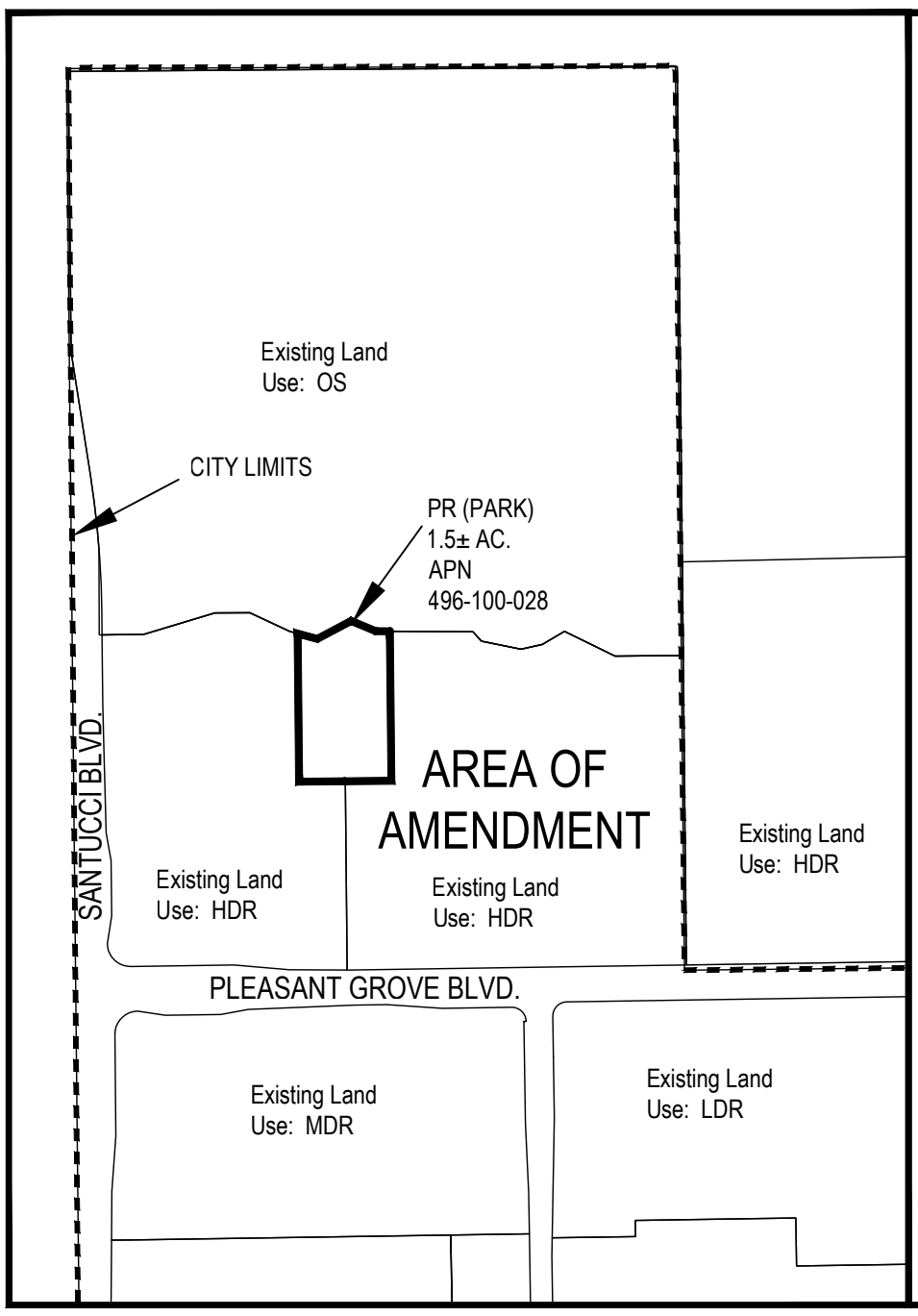
CC EXHIBIT D

SIERRA VISTA SPECIFIC PLAN
GENERAL PLAN AMENDMENT FOR WB-52
AUGUST 15, 2023

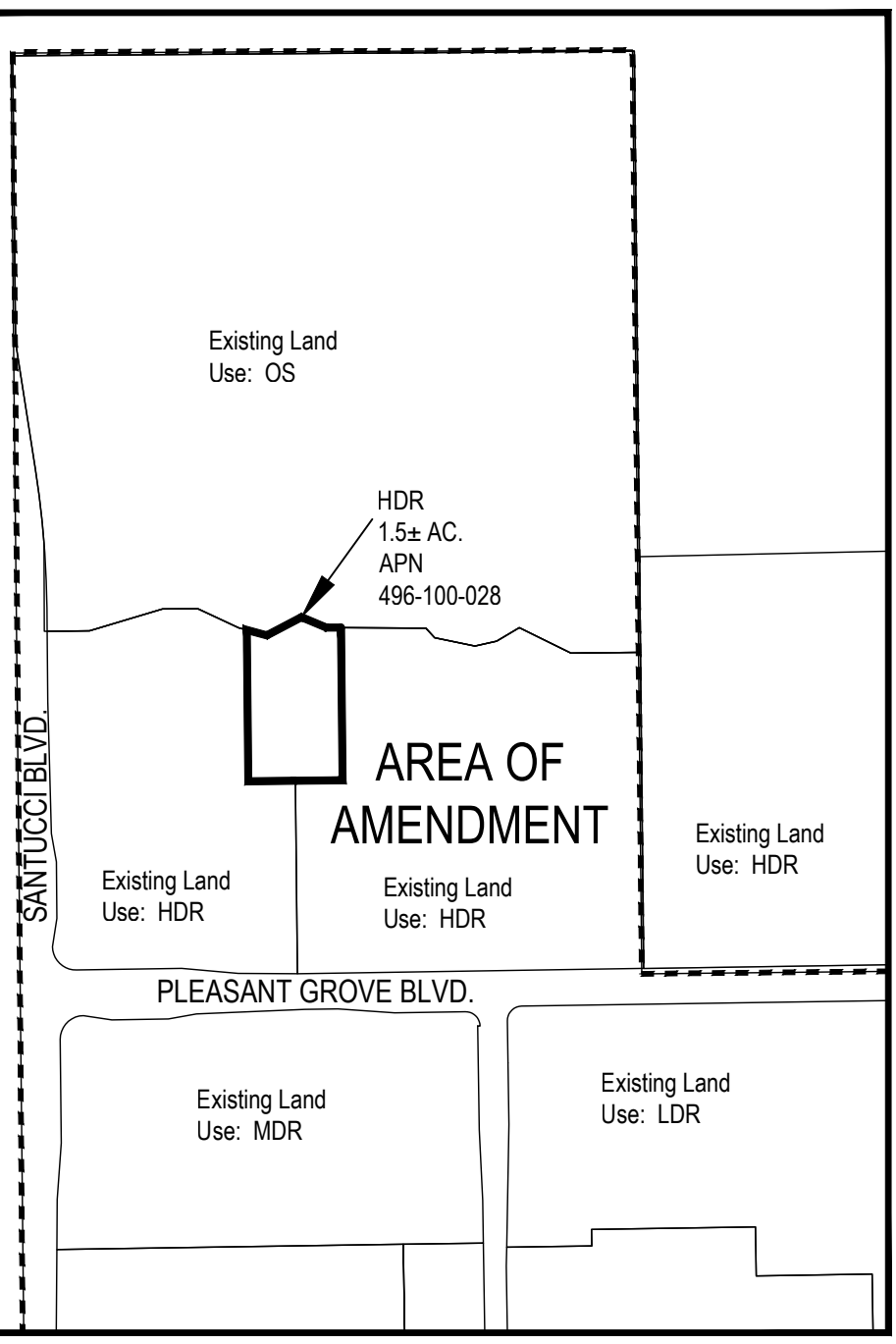


VICINITY MAP

EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN



ASSESSOR'S PARCEL NUMBER: 496-100-028

EXISTING LAND USE: PR - PARK

PROPOSED LAND USE: HDR - HIGH-DENSITY RESIDENTIAL

SITE AREA: 1.5 ± ACRES

GRAPHIC SCALE

400 200 0 400 800

1 in = 400 ft

@ 17" X 11" SHEET SIZE

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LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING
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survey email: staking@mpengr.com • web: www.mpengr.com

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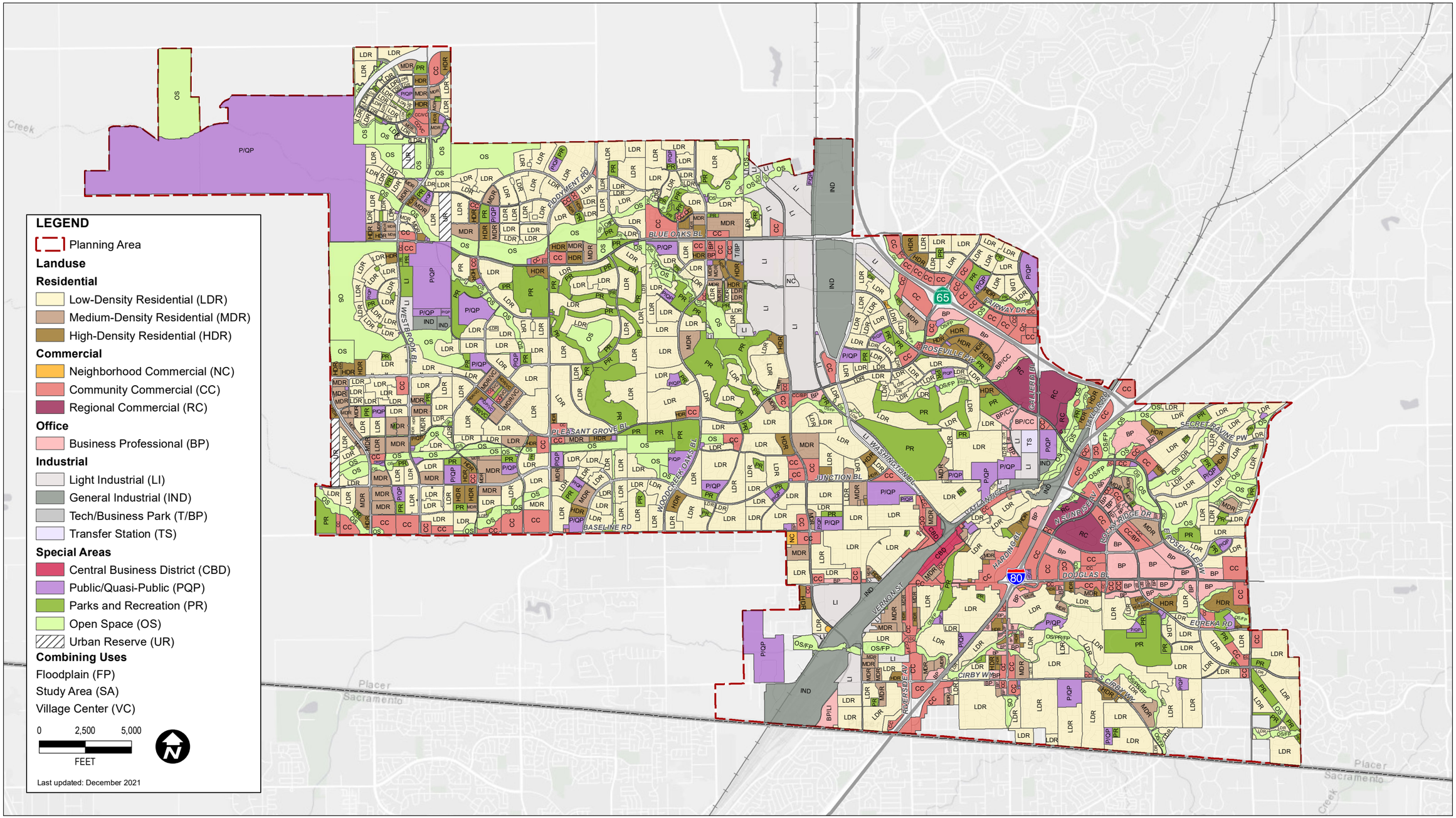
Figure II-2 | Land Use Map



RESOLUTION NO. 23-389

AMENDING THE SIERRA VISTA SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the land use designation of Parcel WB-52 of the Sierra Vista Specific Plan from Parks and Recreation (PR) to High Density Residential (HDR); and

WHEREAS, the proposed land use amendment requires a Specific Plan Amendment to change the text and land use map within the Sierra Vista Specific Plan, as shown in Exhibit F, attached and incorporated herein by reference; and

WHEREAS, on August 24, 2023, the Planning Commission unanimously recommended that the City Council approve the proposed Specific Plan Amendment; and

WHEREAS, the Specific Plan Amendment as proposed and revised is consistent with the adopted City of Roseville General Plan; and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Sierra Vista Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the Sierra Vista Specific Plan are adopted as set forth in the attached Exhibit F.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

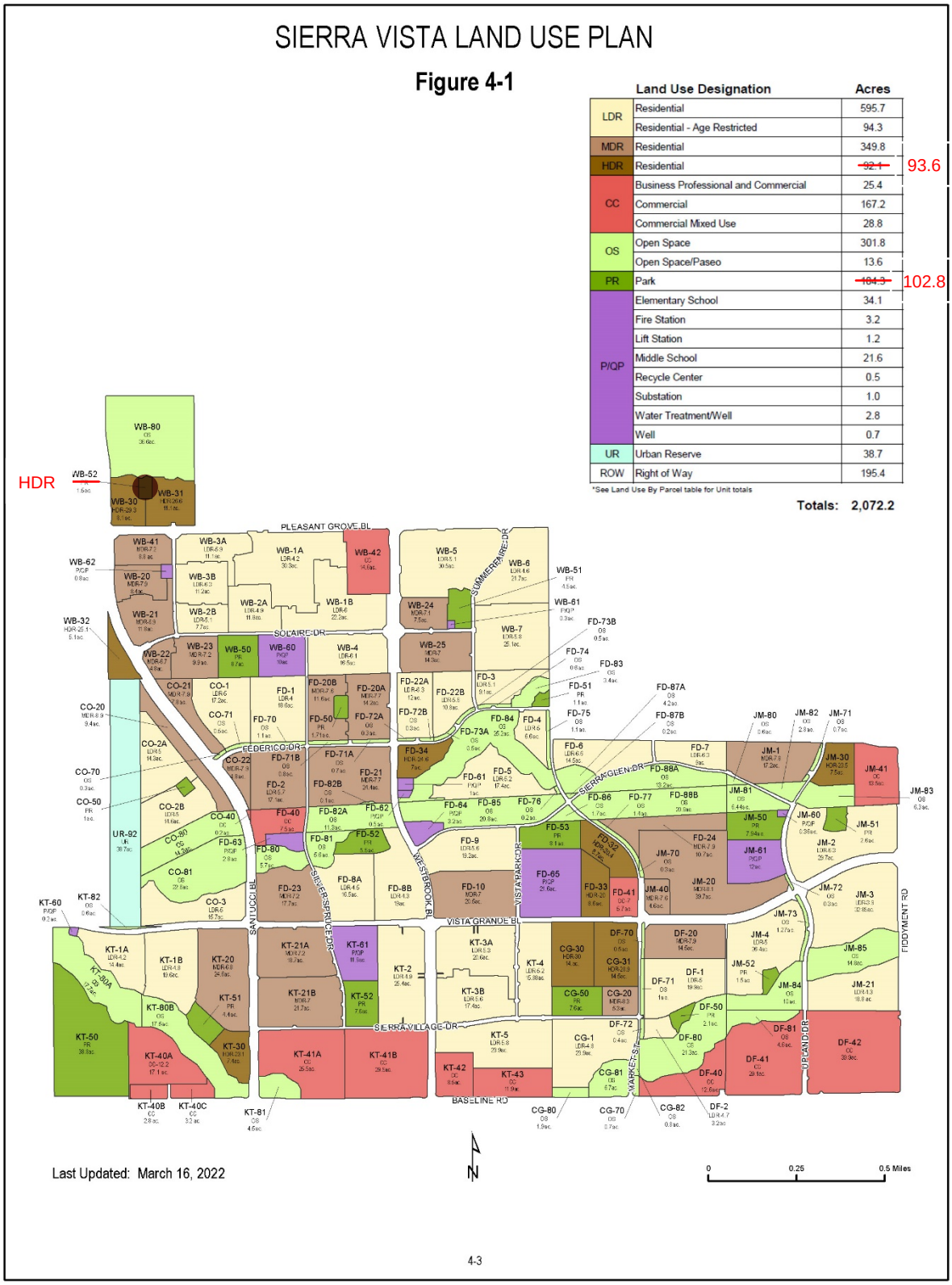
_____
City Clerk

Table 4-1: Plan Area Land Use Summary

Land Use Designation		Applied Zoning Districts	Acres	% of Total Acres	Units	% of Total Units
Residential Neighborhoods						
LDR	Low Density Residential	RS/DS	595.6	28.7%	3,049	34.8%
LDR	LDR – Age Restricted	RS/DS	94.3	4.6%	493	5.6%
MDR	Medium Density Residential	RS/DS	351.1	16.9%	2,614	29.8%
HDR	High Density Residential	R3	~~92.0~~ 93.6	~~4.4%~~ 4.5%	2,367	27.1%
Sub-totals			~~1,133~~ 1,134.6	~~54.7%~~ 54.8%	**8,523**	**97.2%**
Commercial and Employment						
CC	Community Commercial (Commercial Mixed Use)	CMU/SA	29.1	1.4%	249	2.8%
CC/BP	Community Commercial/ Business Professional (Mixed Use)	CC/SA	25.4	1.2%	--	--
CC	Community Commercial	CC & GC	167.2	8.1%	--	--
Sub-totals			**221.7**	**10.7%**	**249**	**2.8%**
Open Space/Public						
P/QP	Public/Quasi-Public	P/QP	64.7	3.1%	--	--
PR	Parks & Recreation	PR	~~104.6~~ 102.8	~~5.0%~~ 4.9%	--	--
OS	Open Space	OS	302.0	14.6%	--	--
OS	Paseo (60'-wide)	OS	13.4	0.6%	--	--
UR	Urban Reserve	UR	38.7	1.9%	--	--
Sub-totals			~~**523.4**~~ 521.6	~~**25.3%**~~ 25.2%	**--**	**--**
Right of Way/ Landscape Corridor			193.82	9.2%	--	--
TOTAL			**2072.2 ac**	**100%**	**8,772 du**	**100%**

Note: See Table 7-4 for net Paseo total acres

Last Updated December 2021



	Land Use Designation	Acres
LDR	Residential	595.7
	Residential - Age Restricted	94.3
MDR	Residential	349.8
HDR	Residential	~~92.1~~
CC	Business Professional and Commercial	25.4
	Commercial	167.2
	Commercial Mixed Use	28.8
OS	Open Space	301.8
	Open Space/Paseo	13.6
PR	Park	~~184.3~~
P/QP	Elementary School	34.1
	Fire Station	3.2
	Lift Station	1.2
	Middle School	21.6
	Recycle Center	0.5
	Substation	1.0
	Water Treatment/Well	2.8
	Well	0.7
UR	Urban Reserve	38.7
ROW	Right of Way	195.4

Figure 4-1: Land Use Map

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	DENSITY
UR-92	Urban Reserve	UR	38.72		
	Sub-totals (Urban Reserve)		**38.72**	**0**	
WB-1A	LDR (Residential – Age-Restricted)	RS/DS	30.30	126	4.2
WB-1B	LDR (Residential – Age-Restricted)	RS/DS	22.20	133	6.0
WB-2A	LDR (Residential – Age-Restricted)	RS/DS	11.81	58	4.9
WB-2B	LDR (Residential – Age-Restricted)	RS/DS	7.67	39	5.1
WB-3A	LDR (Residential – Age-Restricted)	RS/DS	11.10	66	5.9
WB-3B	LDR (Residential – Age-Restricted)	RS/DS	11.23	71	6.3
WB-4	LDR (Residential)	RS/DS	16.50	100	6.1
WB-5	LDR (Residential)	RS/DS	30.50	157	5.1
WB-6	LDR (Residential)	RS/DS	21.70	103	4.7
WB-7	LDR (Residential)	RS/DS	25.14	145	5.8
WB-20	MDR (Residential)	RS/DS	8.88	66	7.9
WB-21	MDR (Residential)	RS/DS	11.80	81	6.9
WB-22	MDR (Residential)	RS/DS	4.80	32	6.7
WB-23	MDR (Residential)	RS/DS	9.88	71	7.3
WB-24	MDR (Residential)	RS/DS	7.50	53	7.1
WB-25	MDR (Residential)	RS/DS	14.30	100	7.0
WB-30	HDR (Residential)	R3	8.06	237	29.4
WB-31	HDR (Residential)	R3	11.10	293	26.4
WB-32	HDR (Residential)	R3	5.11	128	25.0
WB-41	MDR (Residential)	RS/DS	8.5	63	7.4
WB-42	CC (Commercial)	CC	14.55		
WB-50	PR (Park)	PR	8.74		
WB-51	PR (Park)	PR	4.47		
WB-52	~~PR (Park)~~ HDR (Residential)	~~PR~~ R3	1.50		
WB-60	Public/Quasi-Public (Elementary School)	P/QP	10.00		
WB-61	Public/Quasi-Public (Well)	P/QP	0.31		
WB-62	Public/Quasi-Public (Lift Station)	P/QP	0.80		
WB-80	OS (Open Space)	OS	36.58		
	Sub-totals (Westbrook)		**365.64**	**2,029**	
ROW	Right of Way/Landscape Corridors		193.82		
	Sub-totals (ROW)		**193.82**	**0**	
	Total		**2,072.16**	**8,772**	

Table Updated June 2022
(GIS acreages revised January 2021)

Table 5-2: Affordable Housing Goal	
Income Category	**Units Required to Meet Goal**
40% Very-Low-Income	347 du
40% Low-Income	347 du
20% Middle-Income	174 du
Total Affordable Housing Need	868 du (10% of 8,679 du)

Allocation of Affordable Housing Goal

The affordable housing units within the SVSP have been allocated to specific MDR and HDR parcels as identified in Table 5-3, with designated parcels reflected on Figure 5-1. The intent is to distribute affordable units throughout the Plan Area. In addition, through implementation of the Affordable Housing Plan, the City should work with property owners to define alternative solutions, such as carriage units or granny flats in LDR and MDR areas, which also meet the intent of the Program.

Table 5-3: Affordable Housing Allocation

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low Income Rental	Low Income Rental	Middle[2] Income Purchase
CG-20	MDR	44	20			20
CO-20	MDR	84	34			34
DF-20[1]	MDR	113	23	9	9	5
KT-20	MDR	202	31			31
CG-31	HDR	420	80	40	40	
FD-32	HDR	178	43			43
FD-34	HDR	~~172~~256[5]	~~172~~256	~~86~~256[6]	~~86~~	
KT-30	HDR	150	124	62	62	
JM-30[4]	HDR	176	176	88	88	
WB-30	HDR	~~237~~355[5]	~~237~~[3]355[3]	~~68~~	~~169~~[3]355[3]	
WB-32	HDR	~~128~~192[5]	~~128~~[3]192[3]	~~92~~	~~36~~[3]192[3]	
Total			~~1,068~~1,334[3]	~~445~~455	~~490~~[3]746[3]	**133**

1 Carriage units are intended to fulfill the very-low and low income obligation
2 Middle-income purchase unit obligations may also be fulfilled via additional low-income rental units. 41 middle-income units were converted to low-income units via the Westbrook SPA approved in 2016.
3. Includes 162 units transferred to Westbrook from WRSP Parcel W-16.
4. Parcel JM-30 includes 8 units (4 Very-Low and 4 Low) transferred from NRSP Parcel M-31 (File #PL17-0204), 5 units transferred from SVSP Parcel JM-40 (File #PL20-0103), and 12 units transferred from SVSP Parcel JM-21 (File #PL20-0191).
5. Total units in parcel is reflective of the density bonus processed with File #PL23-0064.
6. Very-low income obligation transferred from Parcel WB-30 and WB-32 (File #PL23-0064).

NOTE: SVSP Section 5.4 allows for the transfer of affordable units. Check with the Housing Division to confirm current affordable housing obligations.

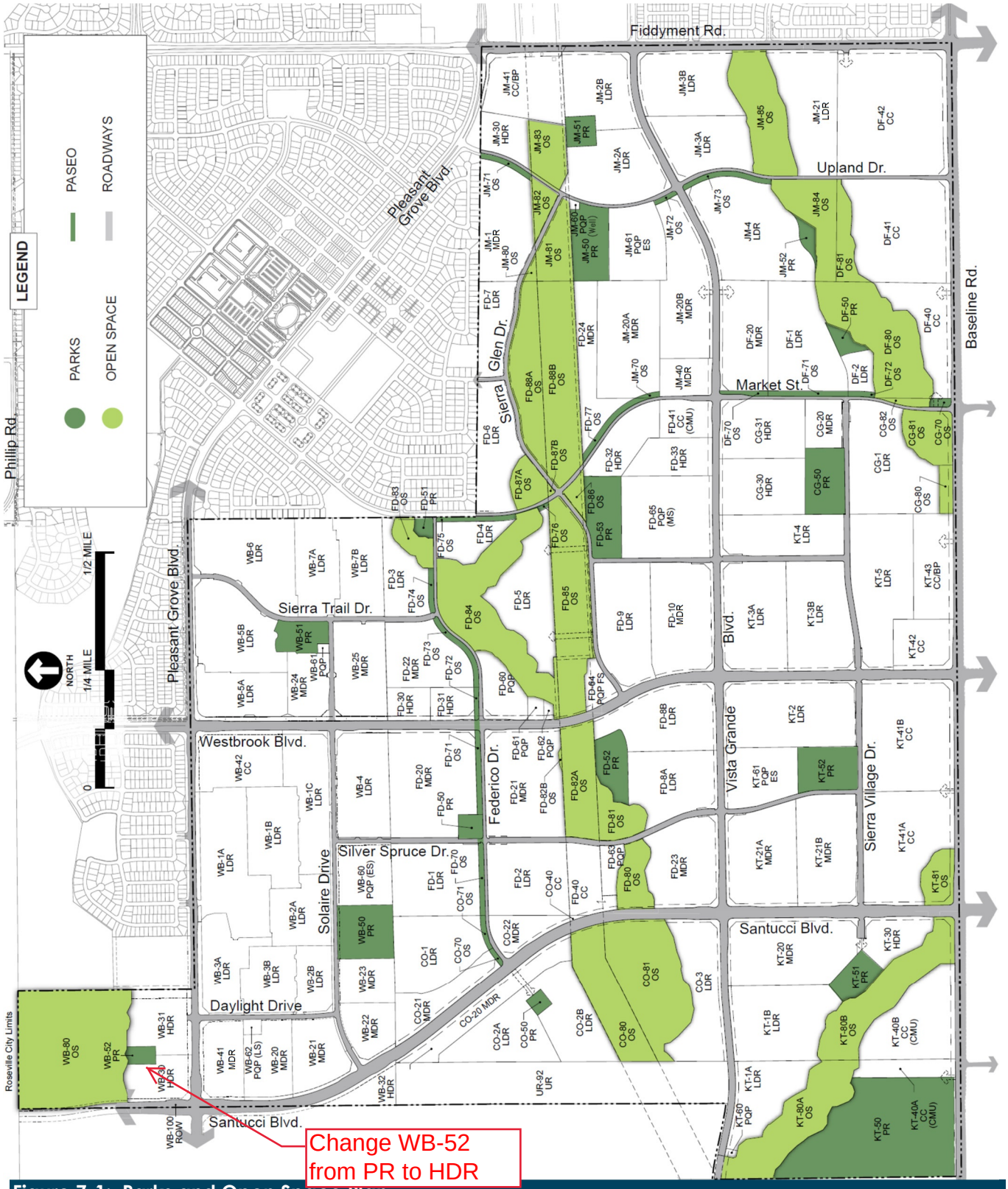


Figure 7-1: Parks and Open Space Plan

Parks and Open Space Provided

Approximately 423 acres of the Sierra Vista Specific Plan has been designated for citywide parks, neighborhood parks, paseos, and open space Preserves. Specifically, the Plan Area designates approximately 105 acres for citywide and neighborhood parks, 14 acres for paseos, and 304 acres for open space areas. Sierra Vista's park lands are summarized in Table 7-3 and sited throughout the Plan Area as illustrated on Figure 7-1.

Credited Parks and Open Space

A total of 195.6 acres of credited park land are required within the Plan Area in order to comply with the General Plan's park land dedication requirements. This includes land for citywide and neighborhood parks, as well as open space.

Each acre set aside for active park use is credited as a full acre towards meeting the General Plan park dedication requirement. Depending on the ultimate use, recreational value, or application of Sierra Vista's open space parcels, full or partial credit may be granted for open space land containing informal recreational facilities, paseos, open space amenities, or natural features.

Park land credits for each parcel are outlined in Table 7-3, with a cumulative summary summarized in Table 7-4, below. The credits applied are reflective of each parcel's recreational value as a park or open space amenity.

Table 7-3: Park and Open Space Lands and Credits by Parcel

Parcel	Type	Acreage	Credit Ratio	Credited Ac.
Citywide Park Facilities				
KT-50	Citywide Park	39.95	1:1	39.95
Subtotal		*39.95 ac.*		*39.95 ac.*
Neighborhood Parks				
CG-50	Neighborhood Park	7.63	1:1	7.63
CO-50	Neighborhood Park	1.00	1:1	1.00
DF-50	Neighborhood Park	1.79	1:1	1.79
FD-50	Neighborhood Park	1.73	1:1	1.73
FD-51	Neighborhood Park	1.07	1:1	1.07
FD-52	Neighborhood Park	5.51	1:1	5.51
FD-53	Neighborhood Park/School	8.15	1:1	8.15
JM-50	Neighborhood Park/School	8.00	1:1	8.00
JM-51	Neighborhood Park	2.62	1:1	2.62
JM-52	Neighborhood Park	1.50	1:1	1.50
KT-51	Neighborhood Park	4.24	1:1	4.24

Table 7-3: Park and Open Space Lands and Credits by Parcel

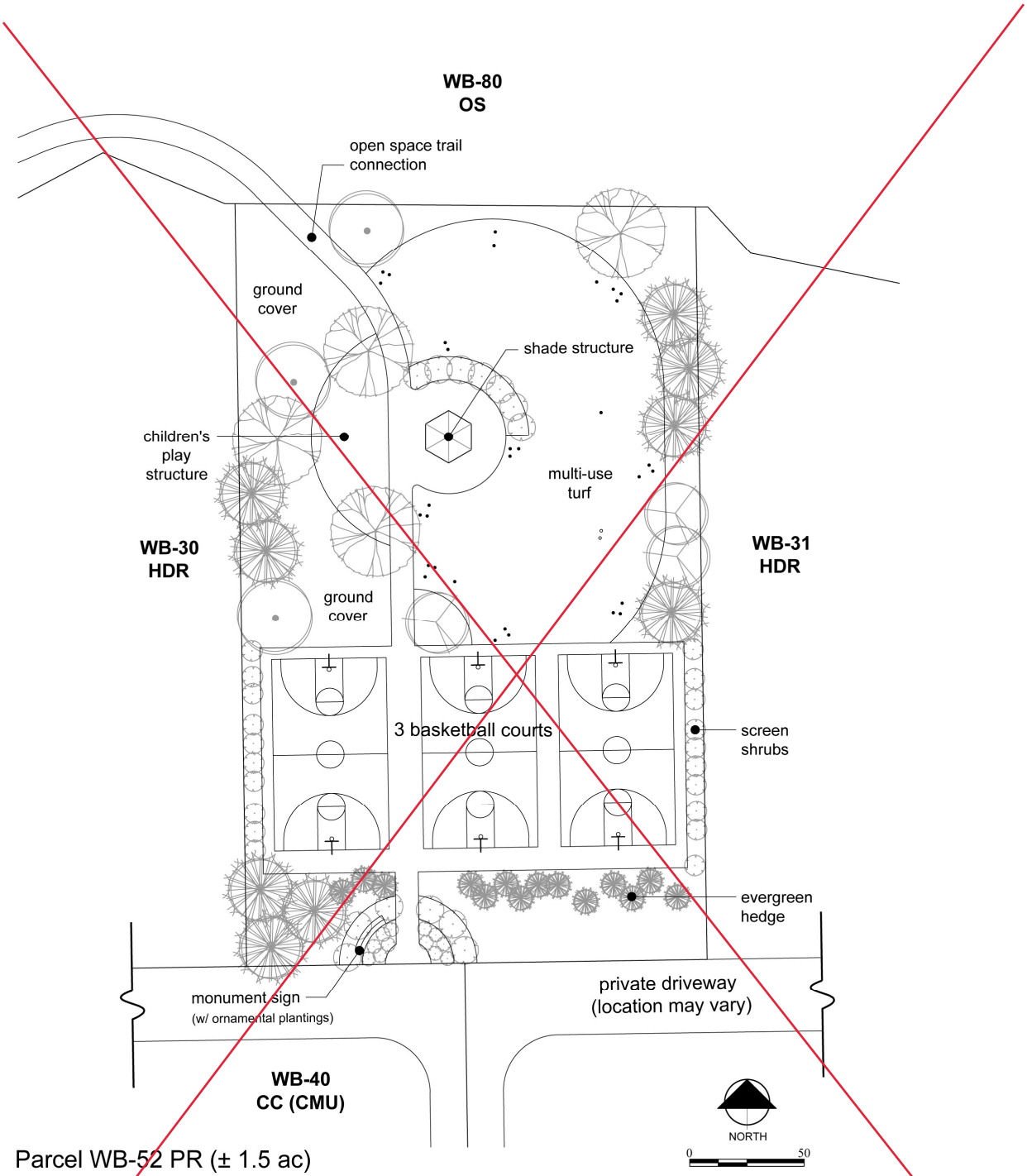
Parcel	Type	Acreage	Credit Ratio	Credited Ac.
KT-52	Neighborhood Park/School	7.61	1:1	7.61
WB-50	Neighborhood Park/School	8.7	1:1	8.7
WB-51	Neighborhood Park	4.40	1:1	4.40
~~WB-52~~	~~Neighborhood Park~~	~~1.53~~	~~1:1~~	~~1.53~~
Subtotal		~~65.48~~63.95 ac.		~~65.48~~63.95 ac.
Open Space				
CG-80	Open Space	1.87	1:5	0.37
CG-81	Open Space	6.83	1:5	1.37
CG-82	Open Space	0.95	1:5	0.19
CO-80	Open Space - powerline	14.18	1:10	1.42
CO-81	Open Space	22.92	1:5	4.58
DF-80	Open Space	21.58	1:5	4.32
DF-81	Open Space	4.71	1:5	0.94
FD-80	Open Space	5.66	1:5	1.13
FD-81	Open Space	5.50	1:5	1.10
FD-82A	Open Space - powerline	11.09	1:10	1.11
FD-82B	Open Space	0.14	1:5	0.03
FD-83	Open Space	3.50	1:5	0.70
FD-84	Open Space	25.34	1:5	5.07
FD-85	Open Space - powerline	20.80	1:10	2.08
FD-86	Open Space - powerline	1.68	1:10	0.17
FD-87A	Open Space	4.10	1:5	0.82
FD-87B	Open Space - powerline	0.18	1:10	0.02
FD-88A	Open Space	13.17	1:5	2.63
FD-88B	Open Space - powerline	20.89	1:10	2.09
JM-80	Open Space	0.63	1:5	0.13
JM-81	Open Space - powerline	6.50	1:10	0.65
JM-82	Open Space - powerline	2.67	1:10	0.27
JM-83	Open Space - powerline	6.25	1:10	0.63
JM-84	Open Space	10.38	1:5	2.08
JM-85	Open Space	15.19	1:5	3.04
KT-80A	Open Space	17.91	1:5	3.58
KT-80B	Open Space	17.42	1:5	3.48
KT-81	Open Space	4.65	1:5	0.93
WB-80	Open Space	36.58	1:5	7.32
Paseos	Open Space – Paseos (see Table 7-5)	13.96	1.1	6.05
Subtotal		*317.23 ac.*		*58.30 ac.*
TOTAL		**~~422.66~~421.13 ac.**		**~~164.03~~162.5 ac.**

Table 7-4: Park Credit Summary

Park Type	Credited Acreage Required	Total Acreage Provided	Credited Acreage Received	Surplus/ Shortfall
Citywide	65.2 acres	40.0 acres	40.0 acres	-25.2 acres
Neighborhood	65.2 acres	~~65.5~~64.1 acres	~~65.2~~64.1 acres	~~+0.3~~ -1.1 acres
Open Space (includes paseos)	65.2 acres	317.2 acres	58.3 acres	-6.9 acres
Total Requirement	**195.6 acres**	**~~422.7~~421.3 acres**	**~~163.5~~162.4 acres**	**~~-31.8~~ -33.2 acres**

As illustrated above, ~~Sierra Vista satisfies the City's neighborhood park land dedication requirements. However,~~ there is a shortfall in the citywide park, neighborhood park, and open space components. The Citywide, neighborhood park and open space land dedication shortfall is to be satisfied via the City's park in-lieu fee pursuant to General Plan policy.

In addition, paseos are eligible for open space credit. The SVSP includes a paseo design whereby the typical landscape corridors along collector streets (Market Street, Upland Drive, and Federico Drive), are widened by a total width of 26 feet along the collector roadway edge. This additional widened portion of landscape is referred to as paseo and is eligible to receive a 1:1 acre open space parkland credit. A total of 6.05 acres of paseo landscaping will augment the required collector roadway's typical landscape corridor. Therefore, this portion of the paseo is eligible for a total open space credit of 6.05 acres. The specific design for the collector roadways includes one side of the street with a total landscape & paseo width of 60', and the other side with a 30'-wide landscape & paseo. Combined, the total landscape easement and widened paseo component total approximately 13.96 acres as noted in Table 7-3, above. Table 7-5, below, includes a detailed summary of each paseo parcel and its applied open space credit.



Parcel WB-52 PR (± 1.5 ac)

Note: *This concept plan is subject to change based on funding, environmental conditions, or other factors. Mix of turf and shrub areas to be determined at the time of final design.*

Concept Plan for Neighborhood Park Parcel WB-52

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and

2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan, the Hewlett-Packard Campus Oaks Master Plan, and the Sierra Vista Specific Plan.

SECTION 2. That 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 located on Parcel CO-52 of the Hewlett-Packard Campus Oaks Master Plan in the City of Roseville, as shown and so designated in Exhibit G, attached and incorporated herein by reference, is hereby rezoned from Industrial/Business Park/Special Area (MP/SA) to Multi-Family Housing (R3); and to change the zoning of that portion of certain real property located on Parcel WB-52 of the Sierra Vista Specific Plan in the City of Roseville, as shown and so designated in Exhibit H, attached and incorporated herein by reference, is hereby rezoned from Parks and Recreation (PR) to Multi-Family Housing (R3).

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

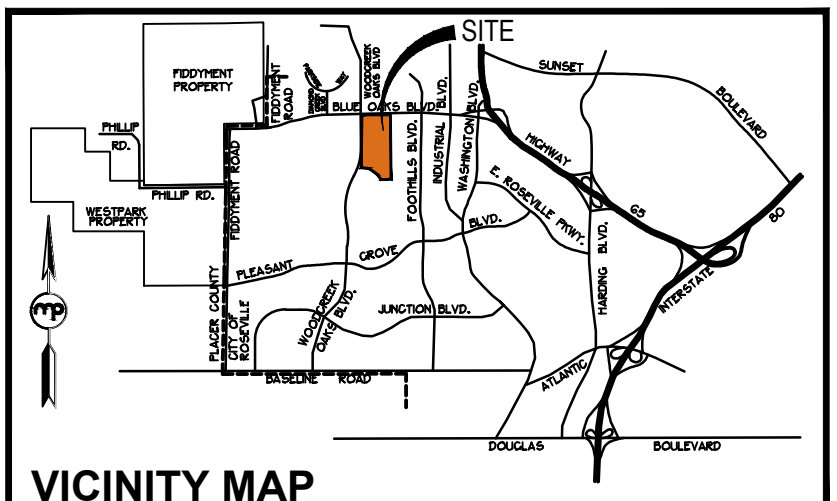
_____
City Clerk

Campus Oaks
MASTER PLAN AMENDMENT

HEWLETT-PACKARD ROSEVILLE CAMPUS OAKS MASTER PLAN

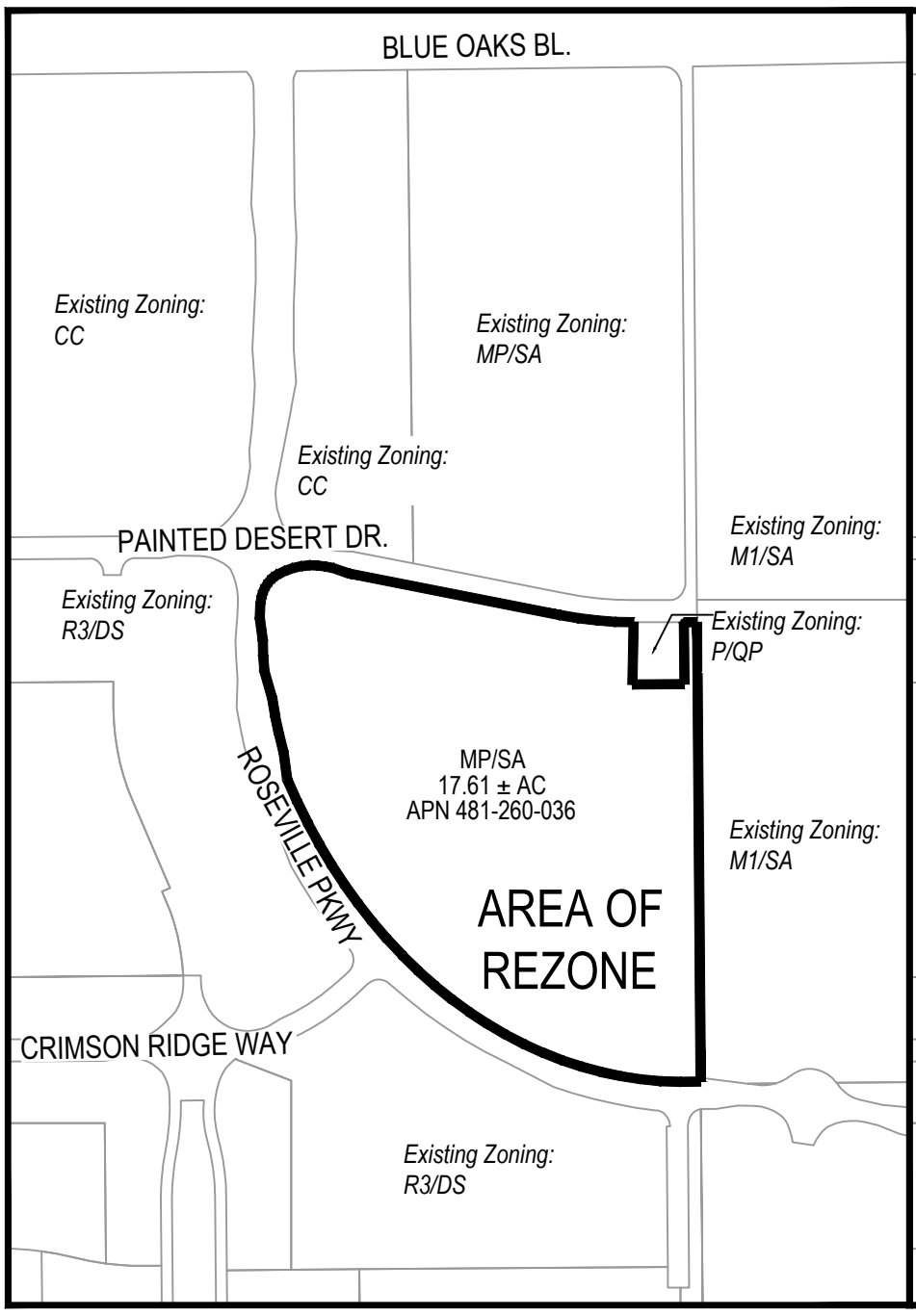
REZONE EXHIBIT FOR CO-52

AUGUST 10, 2023

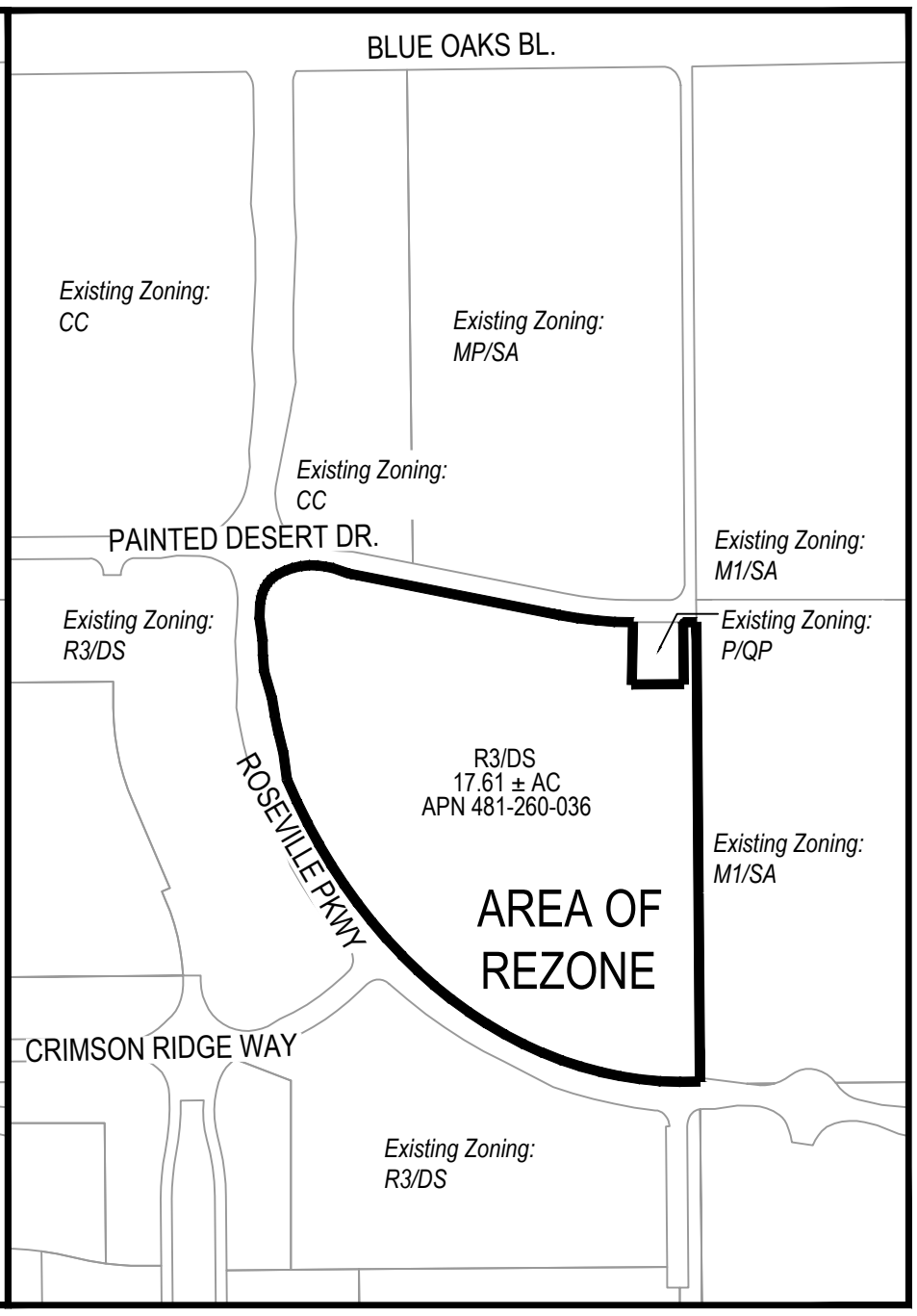


VICINITY MAP

EXISTING ZONING



PROPOSED ZONING



ASSESSOR'S PARCEL NUMBER: 481-260-036

EXISTING ZONING: MP/SA - INDUSTRIAL/BUSINESS PARK / SPECIAL AREA

PROPOSED ZONING: R3/DS - MULTI- FAMILY HOUSING/DEVELOPMENT STANDARDS

SITE AREA: 17.61 ± ACRES

GRAPHIC SCALE

400 200 0 400 800

1 in = 400 ft

@ 17" X 11" SHEET SIZE

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom * Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

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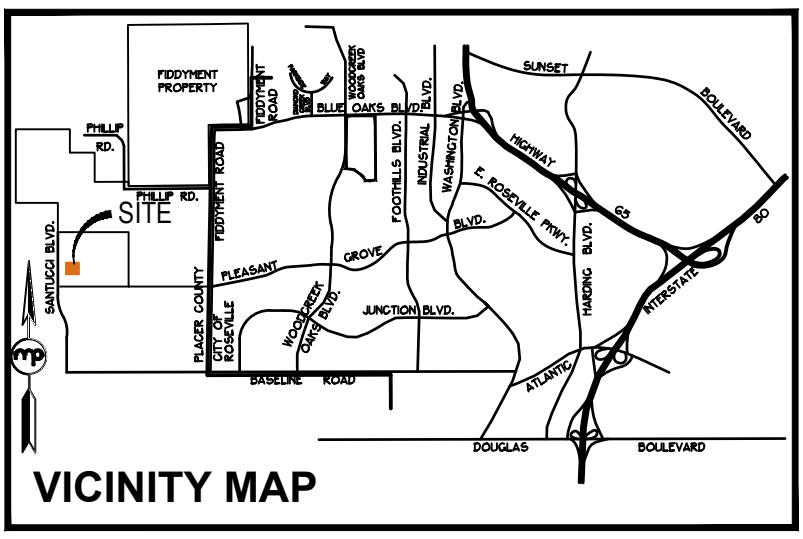
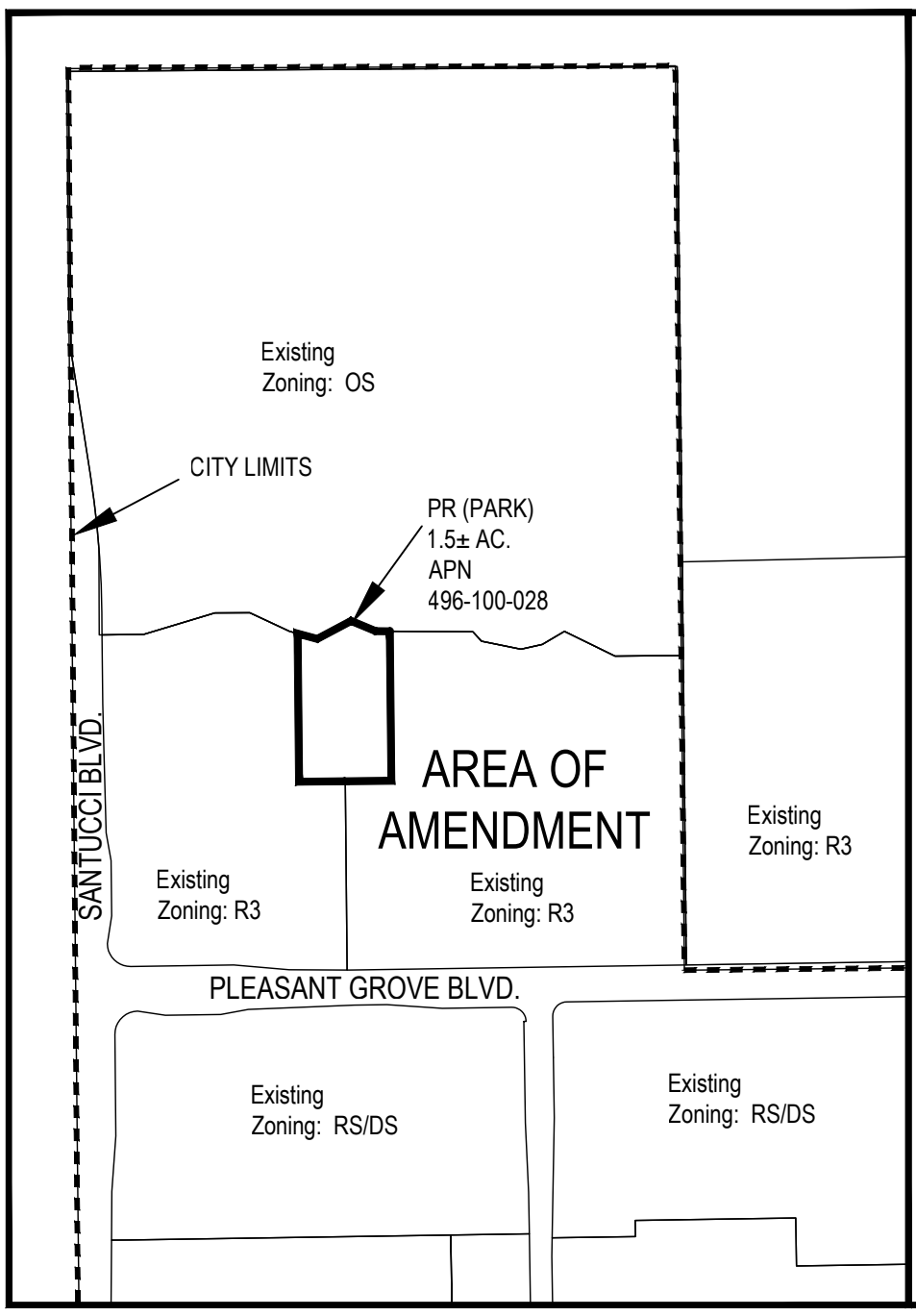
SIERRA VISTA SPECIFIC PLAN

REZONE EXHBIT FOR WB-52

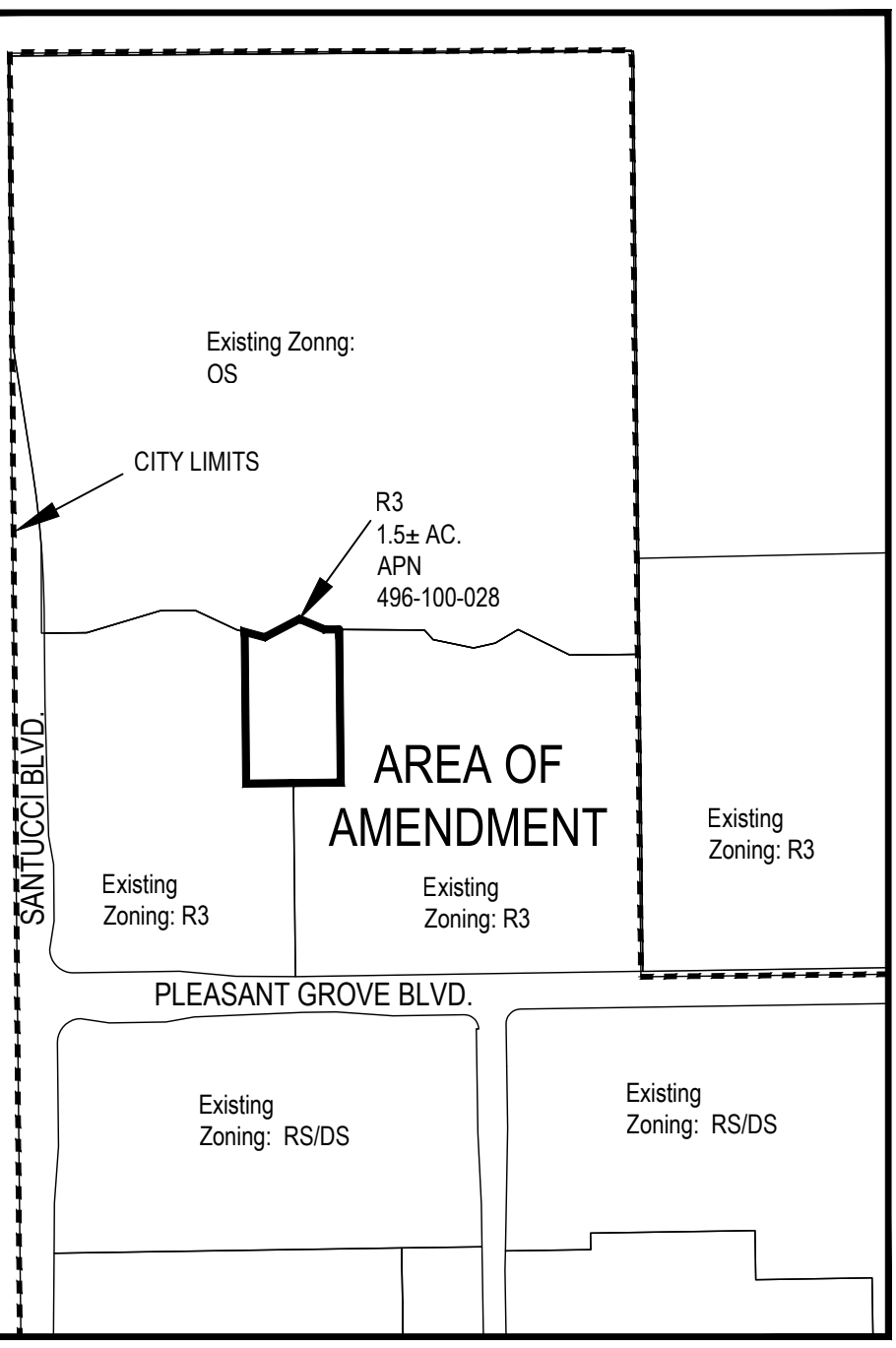
AUGUST 15, 2023



EXISTING ZONING



PROPOSED ZONING



ASSESSOR'S PARCEL NUMBER: 496-100-028

EXISTING ZONING: PR - PARK

PROPOSED ZONING: R3 - MULTI-FAMILY HOUSING

SITE AREA: 1.5 ± ACRES

GRAPHIC SCALE

400 200 0 400 800

1 in = 400 ft

@ 17" X 11" SHEET SIZE

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LANDSCAPE ARCHITECTURE • TRAFFIC ENGINEERING
600 Coolidge Drive, Suite 140 • Folsom, CA 95630
phone: 916.984.7621 • fax: 916.984.9617 • survey fax: 916.563.6770
survey email: staking@mpengr.com • web: www.mpengr.com

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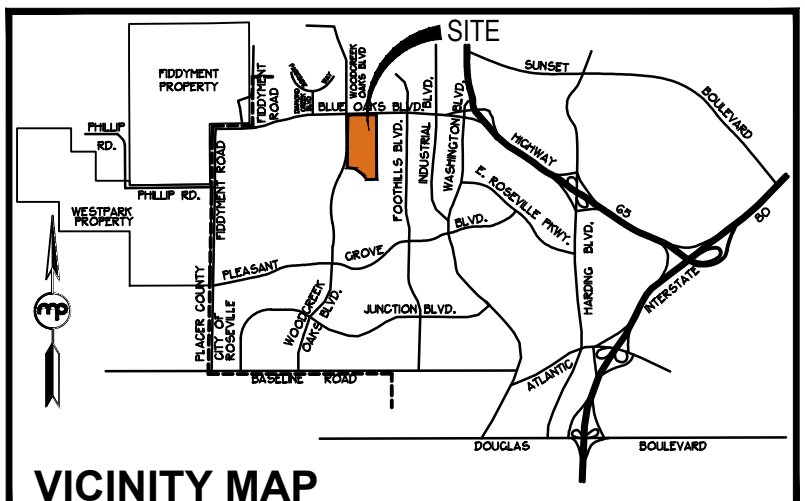
Campus Oaks
MASTER PLAN AMENDMENT

HEWLETT-PACKARD ROSEVILLE CAMPUS OAKS MASTER PLAN

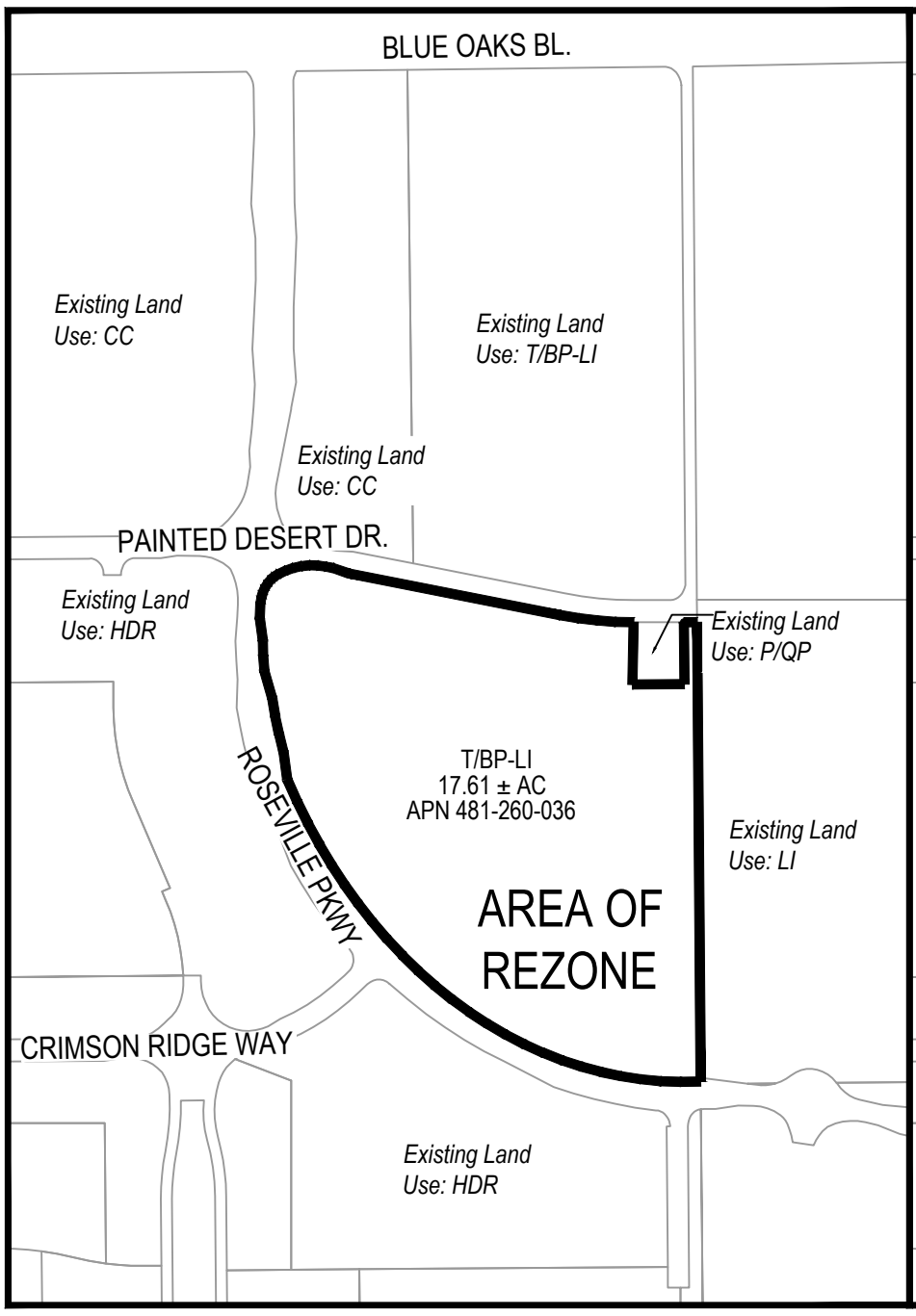
AMENDMENT FOR CO-52

APRIL 12, 2022

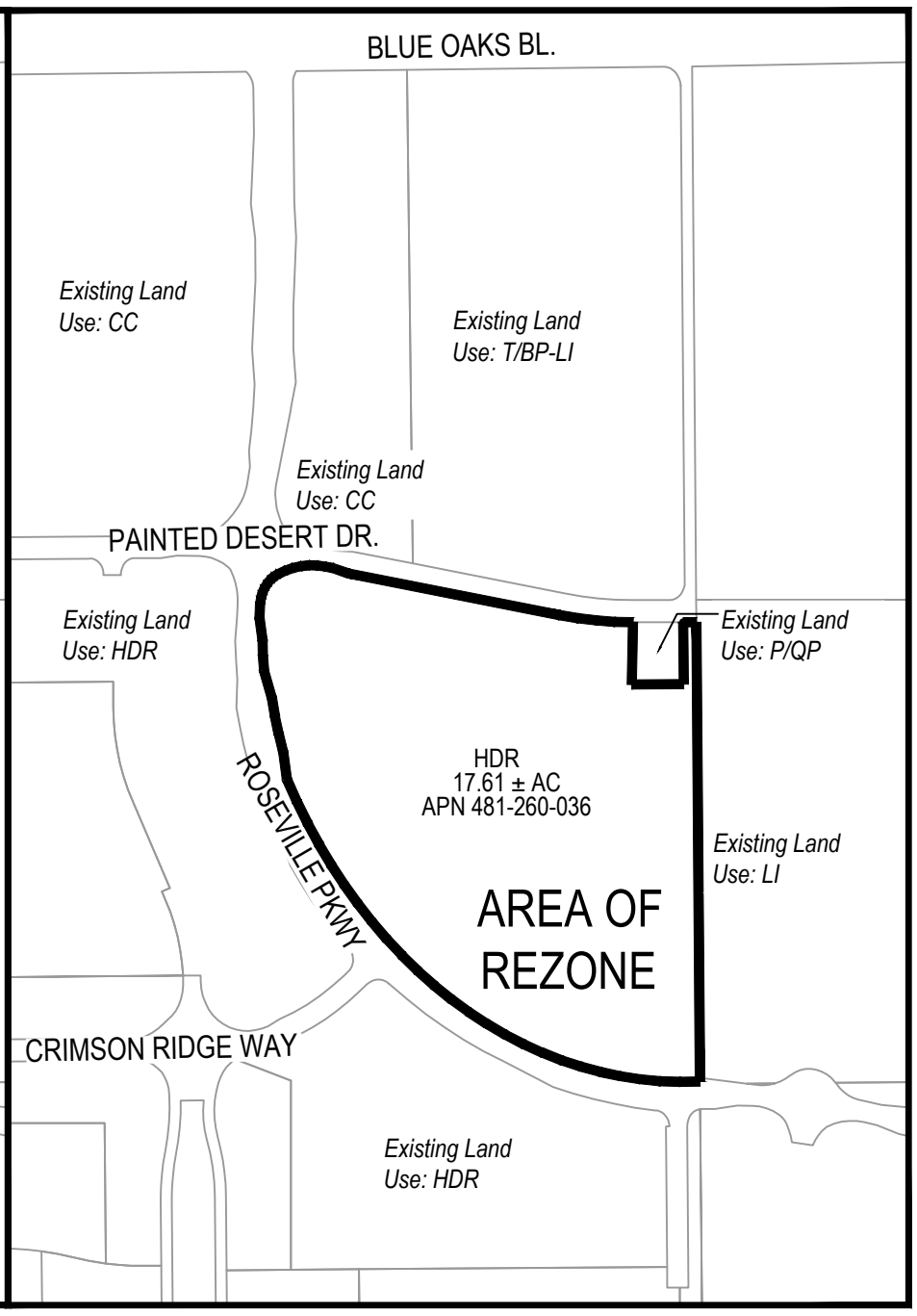


VICINITY MAP

EXISTING MASTER PLAN



PROPOSED MASTER PLAN



ASSESSOR'S PARCEL NUMBER: 481-260-036

EXISTING LAND USE: T/BP-LI - TECH/BUSINESS PARK

PROPOSED LAND USE: HDR - HIGH-DENSITY RESIDENTIAL

SITE AREA: 17.61 ± ACRES

GRAPHIC SCALE

400 200 0 400 800

1 in = 400 ft

@ 17" X 11" SHEET SIZE

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RESOLUTION NO. 23-390

ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MODIFICATION OF A MAJOR PROJECT PERMIT STAGE 1 IN ORDER TO MODIFY THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN

WHEREAS, a proposal for Modification of a Major Project Permit Stage 1 in order to modify the Hewlett-Packard Campus Oaks Master Plan was submitted to the Planning Commission of the City;

WHEREAS, the Planning Commission held a public hearing on the proposed modification of a Major Project Permit Stage 1 on August 24, 2023; and

WHEREAS, on September 20, 2023, the City Council held a public hearing at which time the proposed modification of a Major Project Permit Stage 1 was considered, including the two (2) findings of fact:

1. The Preliminary Development Plan is consistent with the General Plan, applicable Specific Plan, and adopted City design guidelines; and

2. The design and installation of the Preliminary Development Plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.

WHEREAS, the modification of a Major Project Permit Stage 1 as proposed is consistent with the adopted City of Roseville General Plan; and

WHEREAS, the Planning Commission recommends that the City Council adopt the two (2) Findings of Fact for the Modification of a Major Project Permit Stage 1 and approve the modification; and

WHEREAS, it is the desire of this City Council to approve said modification of a Major Project Permit Stage 1 in order to amend the text and figures contained within the Hewlett-Packard Campus Oaks Master Plan as conducive to the public interest, health, safety or welfare of the City, and consistent with the land use practices of the City; and

WHEREAS, the Hewlett-Packard Campus Oaks Master Plan is incorporated by this reference as though fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the modification of a Major Project Permit Stage 1 and text and figure changes in the Master Plan are hereby adopted as set forth in the attached Exhibit J.

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

CC EXHIBIT J

Campus Oaks

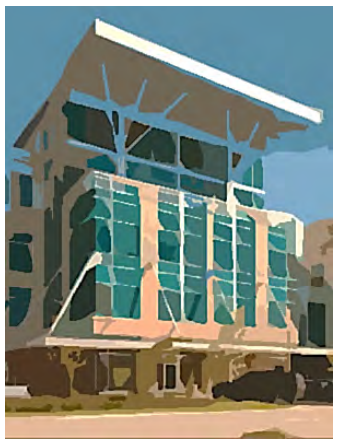
MASTER PLAN

An Amendment to the Hewlett-Packard Roseville Campus Master Plan

CITY OF ROSEVILLE

Adopted August 5, 2015

Amended _____, 2016



A BLUEPRINT COMMUNITY

Campus Oaks MASTER PLAN

An Amendment to the Hewlett-Packard Roseville Campus Master Plan

CITY OF ROSEVILLE
Adopted August 5, 2015
Resolution No. 15-371
Amended _____, 2016
Resolution No. 16-___

Prepared by:
Environmental Science Associates

In Association with:
Morton & Pitalo
Municipal Consulting Group
Dahlin Group
Furhman Leamy Land Group

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HEWLETT-PACKARD CAMPUS DEVELOPMENT PLAN

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Preface

The *Hewlett-Packard Roseville Campus Master Plan* established development regulations for approximately 500 acres at the southwest corner of Blue Oaks and Foothills Boulevards within the City of Roseville's North Industrial Planning Area. Originally adopted in June 1996, the Master Plan envisioned a manufacturing and office campus to accommodate Hewlett-Packard's existing and planned operations. Hewlett-Packard has subsequently adjusted its facilities needs for the Roseville campus, divesting its ownership in all but a portion of the Master Plan Area. While substantial development has occurred on the eastern portion of the Master Plan Area, including Hewlett-Packard's facilities, the western portion has remained undeveloped.

This amendment to the Master Plan incorporates the **Hewlett-Packard | Campus Oaks (HPCO) Master Plan**, providing for a mixed use community on a 375.7 acre portion of the original Master Plan Area. The HPCO Project Area is organized into two physically and functionally integrated sub-areas: the **Hewlett-Packard Campus** accommodating existing and planned light industrial, recreation and related uses; and **Campus Oaks** planned for a new mix of tech/business park (LI), office, commercial, residential, park and recreation, open space and public uses.

The HPCO Master Plan supersedes all prior Master Plan requirements for the HPCO Project Area. All development projects, infrastructure improvements and other activities within the Project Area are required to be consistent with this Master Plan and related documents. The HPCO Master Plan is intended to provide a framework for development while maintaining flexibility.

Project Objectives

The following objectives build upon and broaden those established by the original 1996 Master Plan:

- Accommodate the intended dynamic growth of the Hewlett-Packard Campus
- Enable Hewlett-Packard to continue locating its buildings and operations on a single consolidated campus providing for operational and logistical efficiency
- Satisfy the needs of Hewlett-Packard to maintain facility siting and sizing flexibility and the ability to respond quickly to changing business conditions in the dynamic markets in which it competes

- Support the aspirations of Hewlett-Packard to build and operate its facilities within a mixed use master planned community that provides opportunities for convenient and sustainable relationships between employees and nearby housing opportunities, commercial services, and open-space and recreational amenities
- Continue to provide sufficient land designated for employment uses to meet the City's goals for employment generation, a positive jobs/housing balance, and economic sustainability
- Construct infrastructure improvements that support development of the HPCO Project Area, and compliment and complete the larger circulation network and utility systems in the project vicinity
- Develop the HPCO Project Area in a manner consistent with the intent of the Sacramento Region Blueprint and Sustainable Communities Strategy, Roseville's Blueprint Implementation Strategies, and other smart growth principles

HPCO Master Plan Organization

PLANNING FRAMEWORK

Setting, planning principles, and land use, mobility, utility and public services components.

HEWLETT-PACKARD CAMPUS DEVELOPMENT PLAN

Hewlett-Packard Campus land use, zoning, development guidelines, and development review.

CAMPUS OAKS DEVELOPMENT PLAN

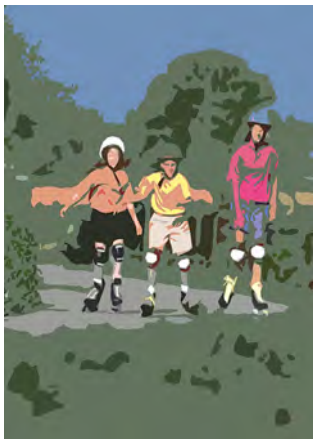
Campus Oaks land use, zoning, design guidelines, affordable housing and density transfers.

ADMINISTRATION

Related documents, subsequent entitlements, and interpretations, modifications and amendments.

Planning Framework

CITY OF ROSEVILLE



A BLUEPRINT COMMUNITY

01 The HPCO Project Area

The HPCO Project Area has been designated for development since 1978. Surrounded by established employment, commercial and residential uses, the eastern portion of the Project Area is partially developed by Hewlett-Packard, one of Roseville's largest employers. Adjacent roadway and utility improvements serving the site have long been accounted for in the City's infrastructure planning and where applicable within associated funding programs, and natural resource impacts have been addressed, including Section 404 wetland permitting. On all accounts, the HPCO Project Area is "shovel ready" for an updated development approach.

1.1 Strategic Location

The HPCO Project Area encompasses the southern and western portions of *Hewlett-Packard Roseville Campus Master Plan Area* located within the City of Roseville's North Industrial Planning Area (Figure 1-1). The 375.7 acre HPCO Project Area is bounded by Blue Oaks Boulevard to the north, Foothills Boulevard to the east, and Woodcreek Oaks Boulevard to the west. The Project Area is situated to take advantage of its desirable central location, high visibility, ease of regional access, and favorable market position to attract renewed growth opportunities to the City.

The HPCO Project Area is organized into two mutually supportive and intimately connected planning sub-areas; the Hewlett-Packard Campus and Campus Oaks (Figure 1-2):

- **Hewlett-Packard Campus.** Covering the eastern 141.2 acres of the Project Area, this sub-area currently includes Hewlett-Packard's facilities. The Hewlett-Packard Campus is planned for continued light industrial, recreation and related development.
- **Campus Oaks.** Covering the western 234.5 acres of the Project Area, this sub-area is currently undeveloped, with the southern portion established as a City open space preserve. Campus Oaks is planned for a mix of tech/business park (LI), office, commercial, residential, park and recreation, open space and public uses.

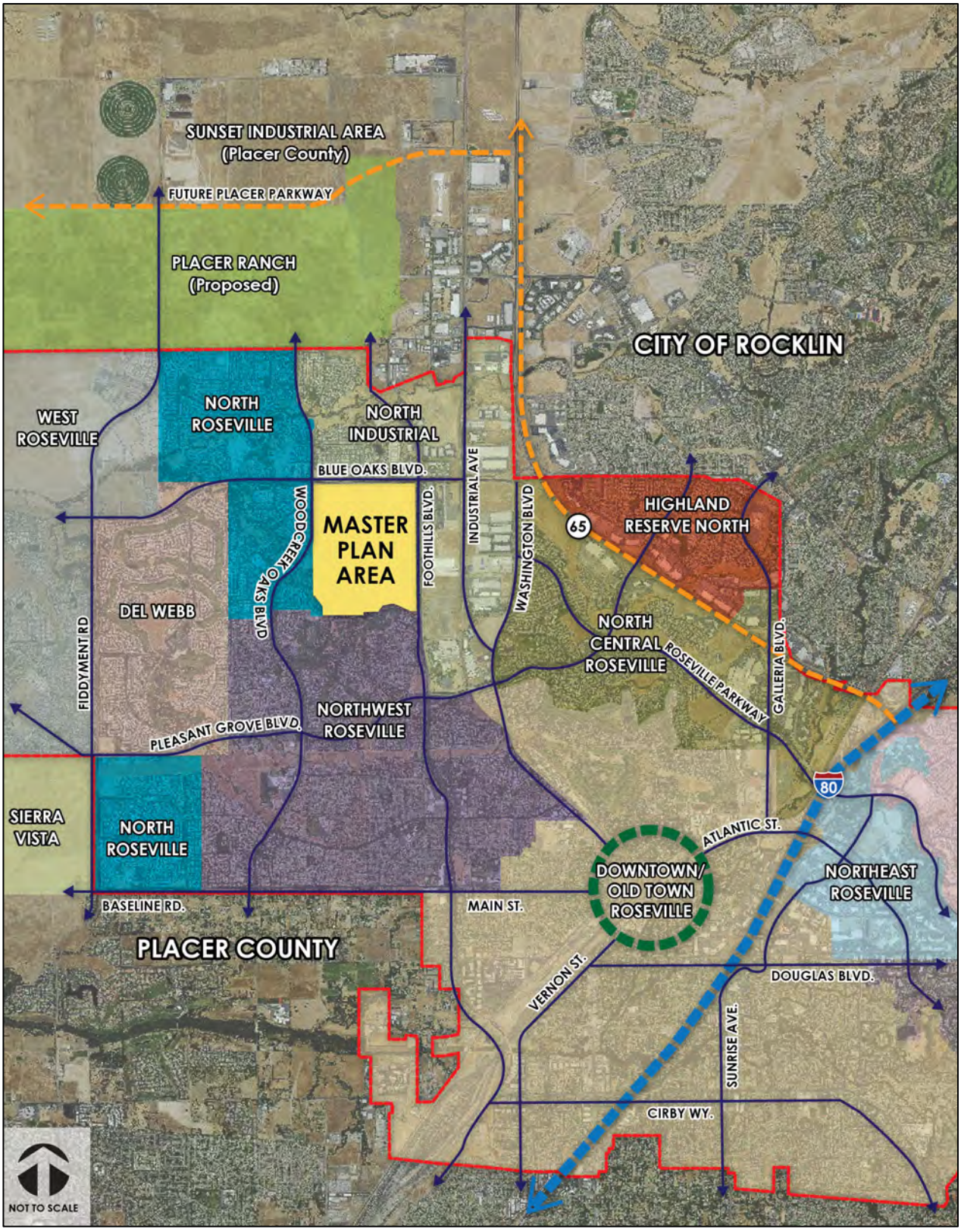


FIGURE 1-1: Original Master Plan Area

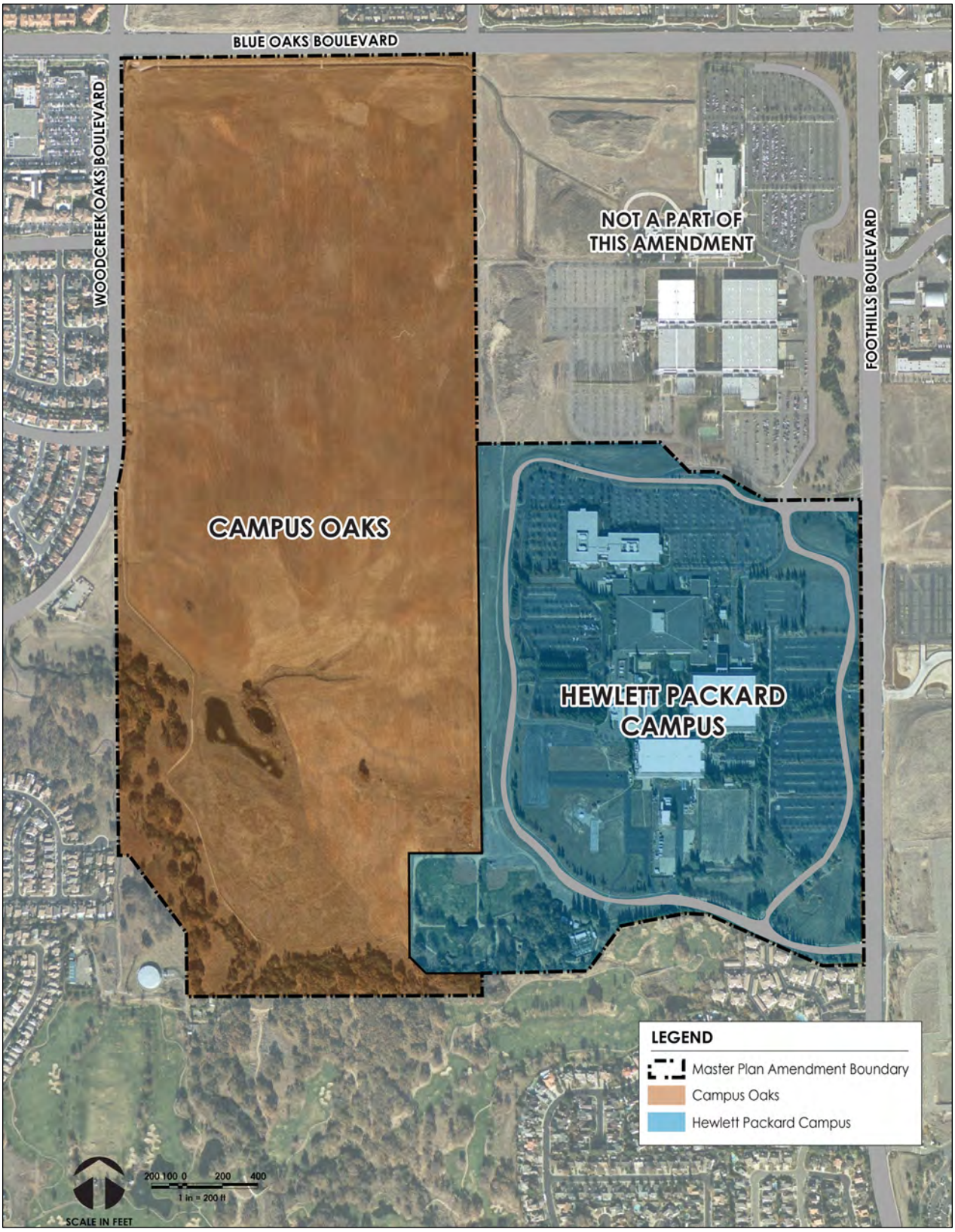


FIGURE 1-2: HPCO Project Area and Planning Sub-Areas

1.2 Shovel Ready Site

As one of the largest infill sites in the South Placer Region, the HPCO Project Area has a number of unique advantages that are conducive to development:

Hewlett Packard

- **Prior planning and development.** The HPCO Project Area has been designated for development for over 35 years, with a portion of the Hewlett-Packard Campus partially developed with light industrial and office uses along with parking lots, internal roadways, and recreation facilities. Prior planning efforts and analysis have long contemplated development of the site.
- **Limited resource constraints**. The undeveloped portions of the HPCO Project Area consist primarily of annual grasslands with gently rolling topography that has been highly disturbed over time through bi-annual disk plowing. There are limited environmental constraints outside of the City owned open space preserve located along the South Branch of Pleasant Grove Creek within the southern portion of Campus Oaks. This preserve was created as part of a previously approved Section 404 (Clean Water Act) nationwide permit agreement to grade and fill waters of the U.S within the larger Plan Area.
- **Existing utility connections**. Water, wastewater, recycled water, drainage, electric, natural gas, and telecommunications infrastructure exist within and adjacent to the HPCO Project Area. Included is an electric substation on the Hewlett-Packard Campus, a 16-inch Pacific Gas and Electric (PG&E) high-pressure gas line that runs north-south through the Project Area, as well as overhead power lines along adjacent arterials. Adequate capacity for development has been accounted for in the City's infrastructure planning and, where applicable, within current funding programs.
- **Regional roadway connections.** Existing roadways provide direct local and regional access to the HPCO Project Area. Blue Oaks Boulevard, located along the northern edge of the Project Area, is the primary east-west transportation corridor in the northern portion of Roseville and is projected to be one of the City's

most traveled roads in the future. Blue Oaks connects the western sections of Roseville to Highway 65 just east of the Project Area, which then intersects with Interstate 80 approximately 3 miles further to the east. Foothills and Woodcreek Oaks Boulevards, along the eastern and western edges of the Project Area, are key north-south connections planned to eventually extend north into the Sunset Industrial/potential future Placer Ranch development area(s). Foothills Boulevard is planned to connect to future Placer Parkway.

- **Compatible surrounding development.** The HPCO Project Area is surrounded by a broad range of compatible uses. Adjacent development includes existing light industrial, as well as vacant parcels zoned for light industrial use, to the east within the North Industrial Planning Area; commercial and residential uses to the north also within the North Industrial Planning Area; residential uses, a retail center and the Pleasant Grove Creek open space to the west within the North Roseville Specific Plan (1997); residential uses and the Woodcreek Oaks Golf Course to the south within the Northwest Roseville Specific Plan (1989); and the City's pump station and recycled water tank to the southwest.

Existing conditions and surrounding uses are illustrated on Figure 1-3.

Campus Oaks

Open Space Preserve

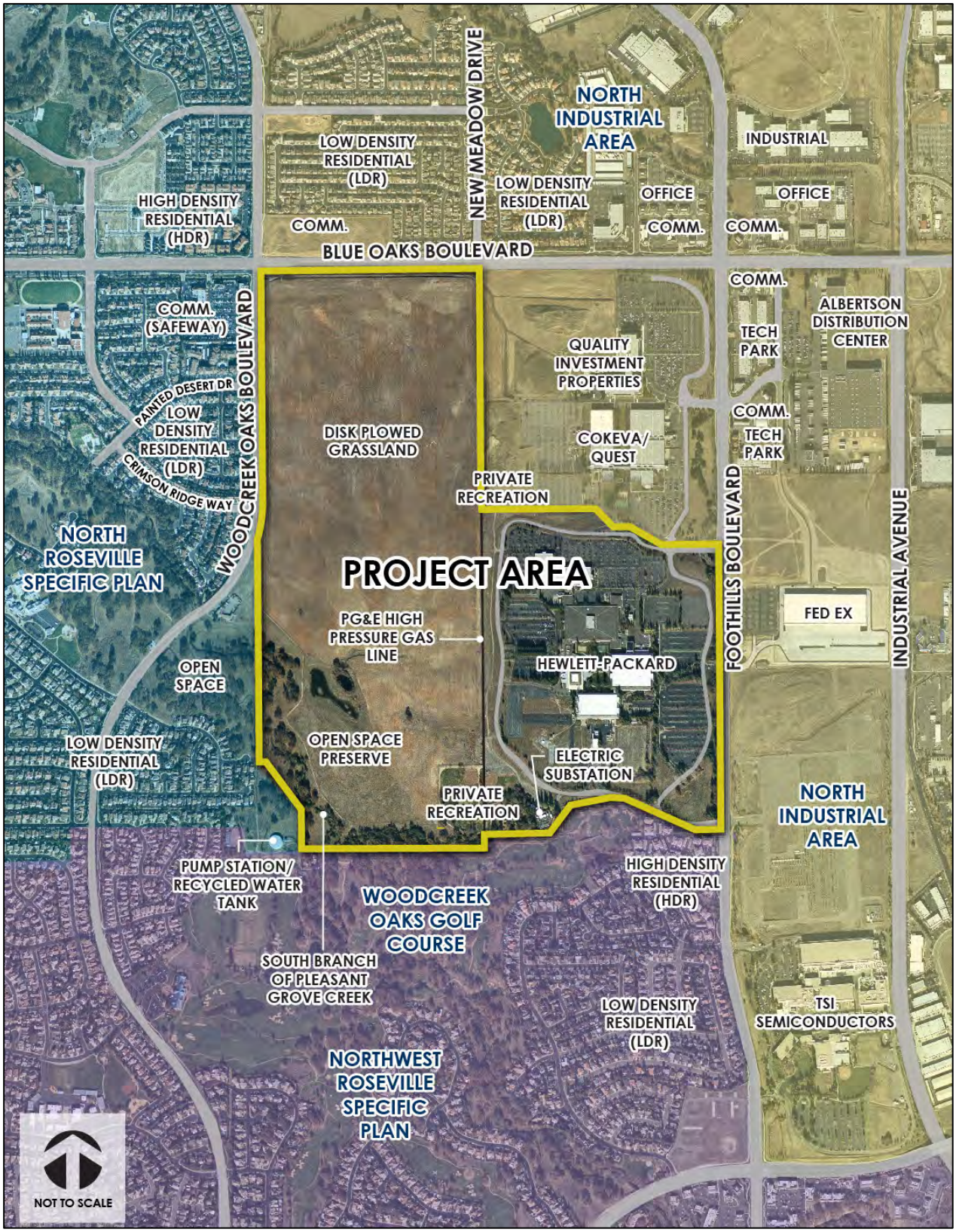


FIGURE 1-3: Existing Conditions and Surrounding Uses

1.3 History of Thoughtful Planning

The original 500 acre Master Plan Area was initially designated with light industrial land use in 1978. Hewlett-Packard purchased the Master Plan Area in early 1979 and was granted an initial Use Permit approval (UP 79-04) to develop 1.4 million square feet for computer manufacturing and distribution facilities on the southeast corner of the site adjacent to Foothills Boulevard. Construction began in 1981, with Use Permits for reconfiguration and an additional 1 million square feet of development subsequently approved in 1987 (UP 87-39 and SUP 87-40). Combined, a total of 2.4 million square feet of development was approved.

In 1996, the City adopted the *Hewlett-Packard Roseville Campus Master Plan*, including an Environmental Impact Report and Development Agreement, to guide buildout of the Master Plan Area. The Master Plan contained land use and zoning regulations, infrastructure plans, development guidelines, traffic and utility thresholds, and a streamlined development approval process. The objectives of the Master Plan were to accommodate Hewlett-Packard's intended growth and expansion; locate this growth contiguous to the business activities already established on the site; and provide flexibility to respond quickly to changing business conditions in the dynamic markets in which the company competes.

Hewlett-Packard Roseville Campus Initial Construction, 1981

The 1996 Master Plan provided for 4,239,000 square feet of light industrial and commercial land uses, as well as establishment of a wetland preserve on the southwest portion of the Plan Area. The Master Plan assumed a 25 year buildout. At the time of Master Plan approval, the Plan Area contained 1.3 million square feet of development in ten manufacturing, distribution, support, maintenance and office buildings on approximately 195 acres. An estimated 4,100 full and part-time workers were employed on the site.

In 2001, the Master Plan was amended to replace all commercial uses within the Plan Area with a light industrial land use, and remove the Woodcreek Oaks right-of-way reducing overall Master Plan Area acreage to 497.7 acres. The City subsequently exercised an option to purchase the southwest corner of the Plan Area to support a 1.5 million gallon recycled water tank and pumping station. This site was also removed from the Master Plan Area, further reducing its size to 492.17 acres.

In 2008, the 45.9 acre wetland preserve was dedicated to the City. Upon acceptance, the City formed a Community Facilities District (CFD) to fund preserve area monitoring, reporting and maintenance. The agreement for the City to accept the preserve included a requirement that Hewlett-Packard back-up the CFD funding mechanism.

In the intervening years, Hewlett-Packard has continued to adjust its facilities needs for the Roseville campus and has divested its ownership of a majority of the Master Plan Area. Despite efforts to promote a single use light industrial campus, a significant portion of the Plan Area has remained undeveloped. Undeveloped industrial properties and vacant built space also exist within the remainder of the North Industrial Planning Area, as well as within the expansive 8,800 acre Sunset Industrial Area to the north within unincorporated Placer County.

The HPCO Master Plan encompasses 375.7 acres of the original 500 acre Master Plan Area. This amendment followed the Hewlett-Packard Foundation's sale of the western 189 acres of the Master Plan Area. In response to updated market opportunities and development preferences, the HPCO Master Plan provides for a revised mix of employment, commercial, residential, park and recreation, open space and public uses. The HPCO Master Plan capitalizes on the unique opportunity to create a mixed use infill community that locates jobs, housing choices, and services in close proximity to one another. The intent is to stimulate mutually supportive land use, economic, and social interactions, thereby reenergizing the Master Plan Area.

The history of the Master Plan's entitlements and corresponding development intensities is summarized in Table 1-1.

TABLE 1-1 Master Plan Entitlement History

Adoption/ Amendment	Land Use	Existing Development	Future Development	Total Capacity
1996 Master Plan adopted providing for light industrial and commercial uses, and an open space preserve	425.80 ac Light Industrial 28.50 ac Commercial 45.90 ac Open Space	1,300,000 sf Light Industrial	2,691,000 sf Light Industrial 248,000 sf Commercial	3,991,000 sf Light Industrial 248,000 sf Commercial
TOTAL	**500.2 ac**	**1,300,000 sf**	**2,939,000 sf**	**4,239,000 sf**
2001 Master Plan amended to convert 28.5 acres of commercial to light industrial	451.80 ac Light Industrial 45.90 ac Open Space	1,580,000 sf Light Industrial	2,637,000 sf Light Industrial	4,217,000 sf Light Industrial
TOTAL	**497.7 ac[1]**	**1,580,000 sf**	**2,637,000 sf**	**4,217,000 sf**
2015 Master Plan amended to incorporate the HPCO Master Plan providing for a revised mix of light industrial, commercial, office, tech/ business park, residential, park and recreation, open space and public uses **2016** Master Plan amended to reconfigure residential and office land uses. Overall dwelling unit and square footage allocations maintained.	***HPCO PROJECT AREA:*** 129.24 ac Light Industrial 32.85 ac Tech/Business Park (LI) 10.54 ac Office 19.29 ac Commercial 99.33 ac Residential 21.69 ac Parks 46.35 Open Space 16.44 ac Public & Roads ***REMAINDER OF MASTER PLAN AREA:*** 114.74 ac Light Industrial 1.70 ac Public & Roads	1,231,820 sf Light Industrial	1,468,180 sf Light Industrial 300,000 sf Tech/Business Park 60,000 sf Office 170,000 sf Commercial 948 du Residential	2,700,000 sf Light Industrial 300,000 sf Tech/Business Park 60,000 sf Office 170,000 sf Commercial 948 du Residential
TOTAL	**492.17 ac[2]**	**1,231,820 sf[3]**	**948 du 1,998,180 sf**	**948 du 3,230,000 sf**

Source: Hewlett-Packard Roseville Campus Master Plan 1996 and 2001, Hewlett-Packard 2015 and Morton & Pitalo 2015.

1. The reduction in total Master Plan Area acreage between 1996 and 2001 reflects removal of the Woodcreek Oaks Boulevard right-of-way from the Master Plan boundaries, as well as updated survey information.
2. The reduction in total Master Plan Area acreage between 2001 and 2015 reflects City purchase of a recycled water tank and pumping station site and removal of that area from the Master Plan, as well as updated survey information.
3. The reduction in existing development between 2001 and 2015 reflects demolition of Building R2, as well as updated building information provided by Hewlett-Packard.

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02 A Blueprint Community

The HPCO Master Plan provides for an integrated mix of jobs, housing, services, and amenities. The Project Area presents a one of a kind opportunity to create a landmark infill project that furthers the City's commitment to the ***Sacramento Regional Blueprint*** *and other "smart growth" principles. The HPCO Master Plan builds upon the City's planning documents including the General Plan, Blueprint Implementation Strategies, Communitywide Sustainability Action Plan, Pedestrian Master Plan and Bicycle Master Plan to deliver an environmentally sound project that enhances livability and quality of life, and contributes economic benefits to the community.*

2.1 Sacramento Region Blueprint

Since initial construction began on the Hewlett-Packard Campus in 1981, Roseville and the surrounding region have grown substantially. With continued growth, there has been increasing emphasis on the need to develop in smart and responsible ways. Where employers prefer to locate and employees desire to live and work is different today than it was in years past when job centers were planned separate from residential and other uses. As illustrated in the booming Silicon Valley, "campuses" are prospering that provide for an integrated mix of uses and apply smart growth principles. Smart Growth seeks to align housing, employment, services, mobility and other factors to create livable, environmentally sensitive and economically vibrant communities.

Within the Sacramento Region, the key tenets of smart growth are embodied within the Sacramento Area Council of Governments Regional Blueprint Project. Establishing a framework for future growth, the Blueprint focuses on reducing congestion and associated air quality and greenhouse gas emissions, providing for a greater range of housing choices, encouraging reinvestment in already developed areas, and better integrating the proximity of jobs to housing. As a mixed use infill project, the HPCO Master Plan presents a unique opportunity to meaningfully implement the Blueprint's growth principles.

Sacramento Region Blueprint

Roseville has been a leader in implementing the Sacramento Region Blueprint Project. The City collaborated with the Sacramento Area Council of Governments (SACOG) and its member agencies in the six-county Sacramento region to agree on a policy framework to accommodate growth over the next 50 years. Adopted in 2004, the Blueprint advances seven growth principles:

1 TRANSPORTATION CHOICES. Designing development to encourage people to walk, ride bicycles, use public transit and carpool.

2 MIXED USE DEVELOPMENTS. Establishing places where mixed use development can occur to provide a variety of jobs, residences, goods and services in close proximity.

3 COMPACT DEVELOPMENT. Creating more compactly built environments that use the land in an efficient manner.

4 HOUSING CHOICES. Providing a variety of places where people can live in response to multiple socio-economic needs.

5 USE OF EXISTING ASSETS. Developing vacant or underutilized infill lands that make better use of existing infrastructure and resources.

6 QUALITY DESIGN. Furthering urban design that creates attractive and connected communities with a strong sense of place.

7 NATURAL RESOURCES CONSERVATION. Incorporating public use open space, habitat and agricultural preservation, and environmentally friendly developments practices.

Roseville was the first city in the region to adopt a Blueprint Implementation Strategy, outlining a menu of strategies to achieve Blueprint's growth principles.

2.2 Community Form

The HPCO Project Area's physical form is organized into four distinct "districts" each distinguished by its mix of uses and intended built character (see Figure 2-1). While each district has a unique purpose, the districts are interrelated and functionally overlap, creating a mutually supportive mix of uses. These interrelationships are enhanced by the compact development pattern and interconnected street and trail systems that place jobs, housing and services in close proximity to each other.

EMPLOYMENT CENTER

The Employment Center includes existing and planned light industrial uses within the Hewlett-Packard Campus, as well the Tech/Business Park (LI) uses within Campus Oaks. When combined with other employment uses within the larger Master Plan Area, these uses comprise a major integrated job center in the City providing for 3 million square feet of existing and planned employment uses. The Employment Center addresses the City's desire to retain employment opportunities within the Project Area to support the jobs/housing balance in the City, as well as to continue to position the North Industrial Planning Area as a major employment/industrial center for the South Placer region.

The proximity of a diverse range of housing and available services for employees is one of the first factors considered when businesses contemplate locating in a community. By providing for a closely integrated mix of jobs, housing, services and amenities, the HPCO Master Plan enhances the appeal of the Project Area and nearby industrial uses for employment attraction and retention, further strengthening Roseville's position as the region's community of choice for business investment.

RESIDENTIAL NEIGHBORHOODS

The Residential Neighborhoods provide for comfortable, well connected and walkable living environments attractive to residents and accommodating the nearby workforce. Included are lower density, medium density and higher density attached and detached housing types within Campus Oaks that support a diversity of living options and lifestyles.

The form and diversity of the neighborhoods furthers the direction of the City's General Plan and Blueprint Implementation Strategies to deliver a variety of housing choices in proximity to jobs and services, address the need for additional housing to support employees and job generation, supply new opportunities for the City to meet its Regional Housing Needs Allocation, and advance the City's goal for a jobs/housing balance.

"Without the addition of residential opportunities, or the reduction of employment generating land uses within Roseville and/or the adjacent jurisdictions, sufficient employees will not exist to fill potential job generation within reasonable commute distances."

CITY OF ROSEVILLE GENERAL PLAN 2025

FIGURE 2-1: Community Form Districts

CAMPUS OAKS TOWN CENTER

The Campus Oaks Town Center is envisioned as a destination where residents, employees and passers-by can shop, eat, recreate, obtain services and meet their everyday needs. Integrating an interactive mix of retail and office uses, emphasis is placed on creating a pedestrian friendly environment with easy access between uses and connectivity to the adjacent Residential Neighborhoods and Employment Center.

The Campus Oaks Town Center has been strategically located at the northern entry into the HPCO Project Area to create a sense of arrival and enhance its visibility, access, and standing as an integral and defining component of the community.

PARKS & OPEN SPACE

Incorporated within the HPCO Project Area is a green network of parks, paseos, open spaces, trails, and active tree-lined streetscapes that enhance community interaction, character and sense of place. Parks and open space in the Project Area provide for passive/informal/self-directed and active/formal/programmable recreational opportunities, serve as gathering places for residents and employees, help to establish a communal sense of identity and ownership, and provide for natural resource protection.

2.3 Planning Principles

REENERGIZE EMPLOYMENT GROWTH

Instill renewed "open for business" energy encouraging new employment growth and investment:

- Open up the Hewlett-Packard Campus by enhancing public access, connectivity and visibility into and through the Master Plan Area
- Accommodate the desire of Hewlett-Packard to build and operate their facilities within a mixed use community by integrating an array of housing choices, convenient services, and accessible community amenities that collectively support the success of adjacent employment uses
- Accommodate the growth and expansion of Hewlett-Packard in a manner that allows for operational synergies and efficiencies
- Provide for substantial employment development in a consolidated campus setting
- Establish a flexible regulatory structure for businesses to quickly respond to changing conditions, including a streamlined development review process for the Hewlett-Packard Campus

BUILD UPON EXISTING ASSETS

Capitalize on the HPCO Project Area's central location to efficiently support new development:

- Target new development on property that is surrounded by existing industrial, residential and commercial uses
- Tie into existing roadway and utility systems, lowering the capital investment and infrastructure burdens required to support development
- Replace long-standing undeveloped properties with market ready, economically productive uses that strengthen land values and the tax base

PROVIDE DIVERSE HOUSING CHOICES

Create distinct neighborhoods within Campus Oaks that offer socio-economic vitality and support the workforce:

- Include a wide range of housing densities, lot sizes and product types appealing to different economic and life-style segments
- Address the desire for housing nearby and conveniently connected to jobs
- Integrate densities, innovative product types and public amenities that support "urban" living options attractive to a growing market segment
- Contribute to the City's Regional Housing Needs Allocation and affordability goal

ESTABLISH A TOWN CENTER

Provide for a vibrant Town Center within Campus Oaks as a destination for residents, employees and visitors:

- Create a commercial setting along the northern community entry (HP Way) enhancing sense of arrival and identity
- Overlap interfaces and access between retail and office uses
- Provide for convenience retail, grocery, restaurant and service uses to meet residents' and employees' daily needs
- Position the Town Center along Blue Oaks Boulevard expanding its ability to attract activity, users and sales tax revenue

OFFER MEANINGFUL PUBLIC SPACES

Include an enhanced network of public spaces to inspire community activity, interaction, and identity:

- Provide interconnected parks, paseos and open space areas to support recreational activities and social gathering
- Encourage resident and employee interactions through a variety of facilities that support performance arts, farmers markets, arts and craft shows and other activities
- Enhance access to and through the open space preserve to promote passive recreation, and environmental stewardship and education

MAXIMIZE MOBILITY OPTIONS

Maximize connectivity, walkability and convenience to support a variety of mobility choices:

- Establish a mixed use, compact development pattern that creates proximity and interactions between uses, reducing trip lengths and the need for travel outside of the HPCO Project Area for daily needs
- Incorporate a safe and interconnected network of paths, sidewalks and bike lanes for use by both residents and employees
- Provide a modified grid street pattern that includes a long sought after public roadway connection (HP Way) through the Master Plan Area from Foothills Boulevard to Blue Oaks Boulevard
- Designate the central portion of HP Way as a local oriented, pedestrian friendly "complete street" that presents a highly walkable and bikeable environment

FACILITATE RESPONSIBLE LIVING

Facilitate healthy lifestyles, resource conservation and efficiency, and a reduced carbon footprint in new development:

- Integrate a mix of land uses, mobility systems and public spaces that encourage walking, biking, and community activity
- Incorporate solar powered homes, encourage LEED or similar green building standards, and include electric vehicle charging stations
- Provide recycled water for irrigation, incorporate native and adaptive drought tolerant plants, and integrate efficient irrigation systems
- Use Low Impact Development techniques such as natural bio-swales and water quality basins to increase stormwater filtration and reduce run-off
- Incorporate relevant and cost effective measures from the City's Communitywide Sustainability Action Plan to lower emissions, increase energy and water efficiency, and reduce the waste stream

ENSURE QUALITY DESIGN

Ensure attractive and creative urban design that enhances community identity, livability and marketability:

- Retain and take advantage of the natural rolling topography on Campus Oaks
- Create pleasant streetscapes with landscaping, tree canopies, separated sidewalks, bulb-outs, enhanced crossings, street furnishings and other pedestrian amenities
- Encourage innovative and creative building, landscape and site designs that are attractive, create visual interest and variety, enhance walkability, and are in scale with and functionally related to adjacent development
- Establish gateways to provide a sense of identity and arrival into the Plan Area

ENABLE EFFICIENT IMPLEMENTATION

Enable implementation in an efficient and flexible manner that maximizes the HPCO Project Area's full potential:

- Apply financial resources and funding mechanisms to maintain an economically self-sufficient plan that provides a positive contribution to the City's General Fund, incorporates community facilities services funding, and fully funds Project Area infrastructure
- Construct infrastructure improvements that compliment and help to complete the City's larger circulation network and utility systems
- Provide for expedited approval of light industrial projects determined consistent with this Master Plan
- Maintain flexibility to adapt to evolving land use, market and other opportunities over time

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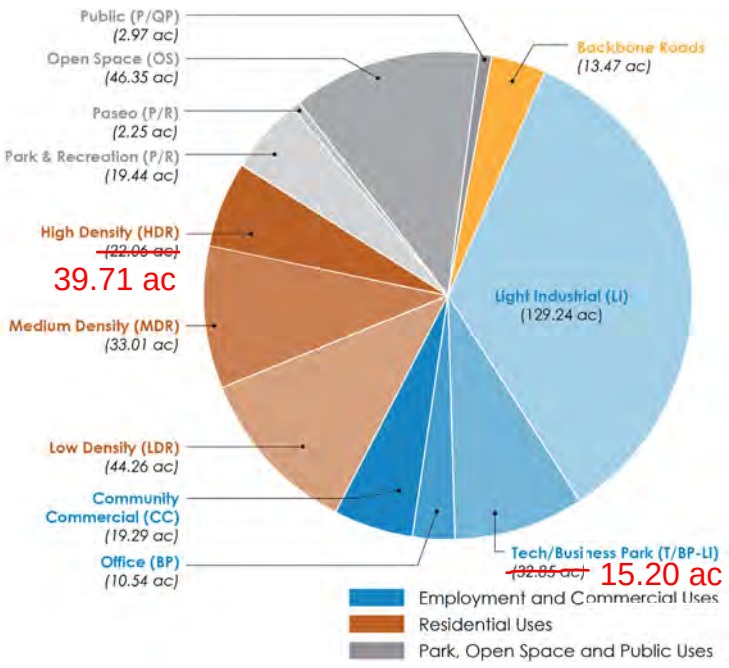
03 Project Components

The HPCO Master Plan provides for the coordinated development of the Hewlett-Packard Campus and Campus Oaks as an integrated community. The intent is to ensure that development, public improvements and other activities successfully realize the project's Planning Principles. The following summarizes Project Area land use, mobility, utilities and public services components that form the overall framework for development. Land use designations, zoning districts, design guidelines and other provisions specific to the Hewlett-Packard Campus and Campus Oaks are included in Section 04, Hewlett-Packard Campus Development Plan, and Section 05, Campus Oaks Development Plan, respectively.

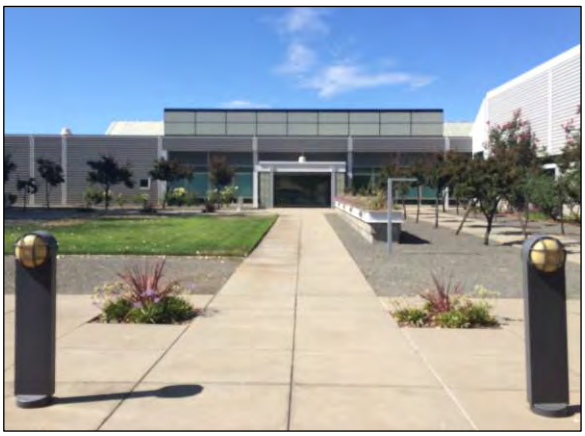
3.1 Land Use

The HPCO Master Plan provides for a broad mix of employment, commercial, residential and public uses. Approximately 51 percent of Project Area acreage is designated for employment and commercial land uses, 26 percent for residential land uses, and 23 percent for parks, open space and public land uses. At buildout, the Project Area will support 1.73 million square feet of non-residential development generating approximately 2,500 to 4,100 jobs[1] depending upon the ultimate composition and operations of employment uses. The Project Area also supports 948 dwelling units providing for approximately 2,474 residents[2].



[1] Based upon 433-750 s.f. per employee for LI & T/BP, 302-333 s.f. per employee for BP, and 400-450 s.f. per employee for CC (Economic Planning Systems and Institute of Transportation Engineers 2015).

[2] Based upon 2.61 persons per household (City of Roseville 2015).



3.1.1 SPECIFIC LAND USES

Employment and Commercial. The HPCO Master Plan integrates Light Industrial (LI), Tech/Business Park (T/BP -LI), Business Professional (BP) and Community Commercial (CC) land uses. A range of employment, business, office, retail, restaurant, service, entertainment, and related uses are permitted. In addition, the Master Plan supports an integrated mix of retail and office uses within the Campus Oaks Town Center.

Residential. The HPCO Master Plan incorporates Low Density Residential (LDR), Medium Density Residential (MDR) and High Density Residential (HDR) land uses within Campus Oaks. This mix of densities provides for a wide array of housing types ranging from both standard and small lot single family residential, cluster housing, attached and detached townhomes, row housing and apartments.

Park, Open Space and Public. The HPCO Master Plan includes Park & Recreation (P/R), Open Space (OS) and Public (P/QP) land uses. A variety of uses are provided including parks, recreational facilities, paseos, trails, open space, a fire station, a groundwater well and an electric substation.

3.1.2 ZONING

Land uses are implemented through the zoning district applied to each parcel. This includes the application of the Development Standard (DS) and Special Area (SA) overlay districts to customize allowed uses and development standards to address the Project Area's unique opportunities and objectives. Section 04, Hewlett-Packard Campus Development Plan, and Section 05, Campus Oaks Development Plan, define parcel specific land use and zoning regulations.

HPCO Master Plan land uses are illustrated on Figure 3-1 and summarized in Table 3-1. Parcel Specific land use and zoning allocations are included on Table 3-2.

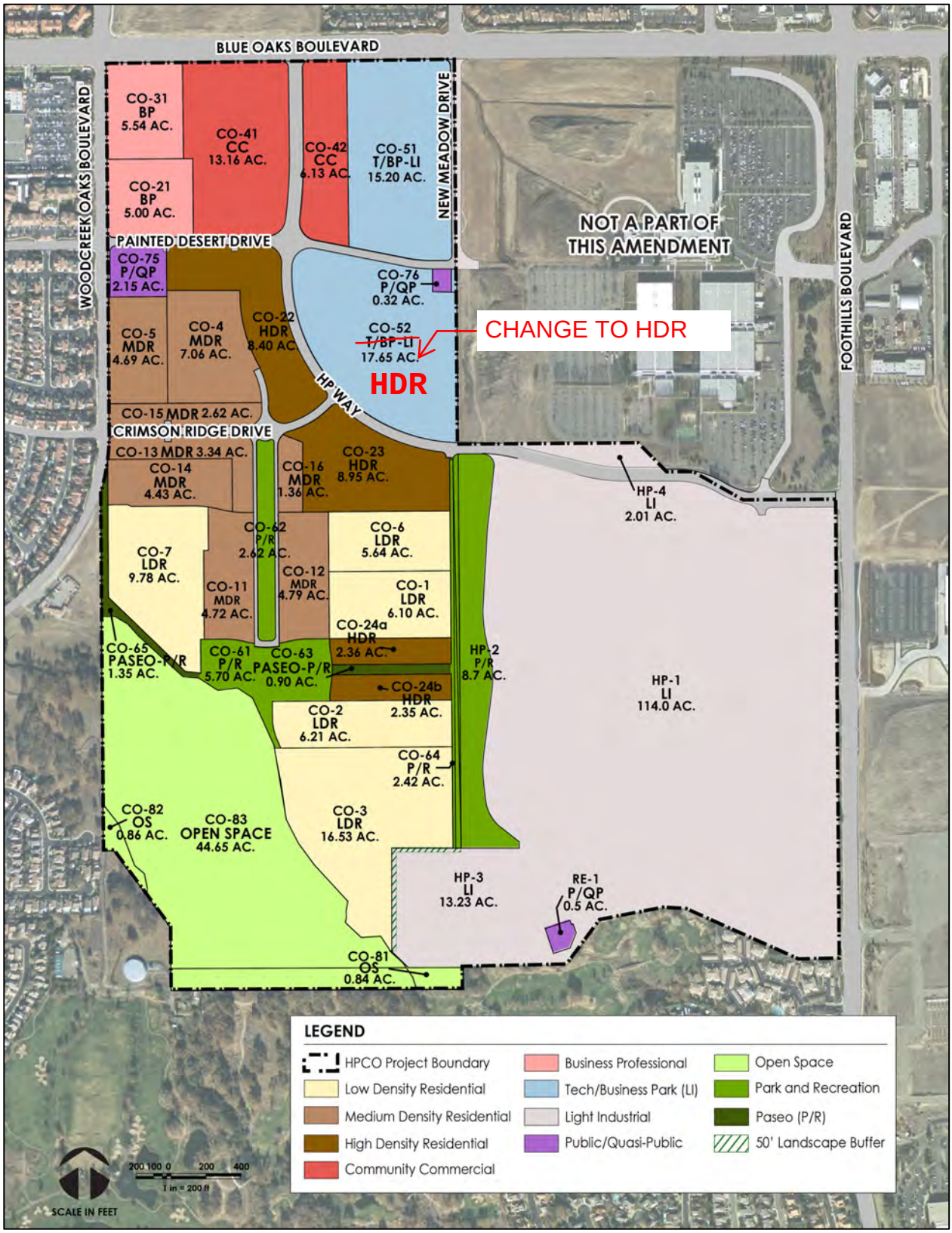


FIGURE 3-1: HPCO Project Area Land Use Diagram

TABLE 3-1: HPCO Project Area Land Use Summary

Land Use	Gross Acres	Building Square Feet (sf)					Dwelling Units (du)		
		Existing	Future	Total Capacity	FAR Range	Avg. FAR	Units	du/ac Range	Avg. du/ac
EMPLOYMENT AND COMMERCIAL USES									
Light Industrial (LI)	129.24 ac	593,820 sf	606,180 sf	1,200,000 sf	20-50%	21%			
Tech/Business Park (T/BP-LI)	~~32.85~~ ac	15.20 ac	~~300,000~~ 150,000 sf	~~300,000~~ 150,000 sf	20-40%	21%			
Business Professional (BP)	10.54 ac		60,000 sf	60,000 sf	10-40%	13%			
Community Commercial (CC)	19.29 ac		170,000 sf	170,000 sf	20-40%	20%			
Sub-Total	~~***191.92 ac***~~ 174.27 ac	***593,820 sf***	~~***1,136,180 sf***~~ 986,180	~~***1,730,000 sf***~~ 1,580,000		***21%***			
RESIDENTIAL USES									
Low Density (LDR)	44.26 ac						230 du	0.5-6.9	5.2
Medium Density (MDR)	33.01 ac						261 du	7.0-12.9	7.9
High Density (HDR)	~~22.06 ac~~	39.71				742	~~457 du~~	13.0+	~~20.7~~ 18.69
Sub-Total	~~***99.33 ac***~~	116.98				1,233	~~***948 du***~~		~~***9.5***~~ 10.54
PARK, OPEN SPACE AND PUBLIC USES									
Park & Recreation (P/R)	19.44 ac								
Paseo (P/R)	2.25 ac								
Open Space (OS)	46.35 ac								
Public (P/QP)	2.97 ac								
Sub-Total	***71.01 ac***								
Backbone Roads	13.47 ac								
TOTAL	**375.73 ac**	**593,820 sf**	986,180 **1,136,180 sf**	1,580,000 **1,730,000 sf**		**21%**	1,348 DU **948 du**		**9.5**

NOTE: Existing development consists of Buildings R3 (126,220 sf), R4 (131,190 sf), R5 (158,760 sf), and R6 (177,650 sf). See Section 04, Hewlett-Packard Development Plan, for additional detail.

TABLE 3-2: HPCO Land Use and Zoning by Parcel

Parcel	Zoning	Gross Acres	Dwelling Units (du)		Square Feet (sf)	
			Allocated Units	Density (du/ac)	Allocated Square Feet	FAR
EMPLOYMENT AND COMMERCIAL USES						
Light Industrial (LI)						
HP-1	LI/SA	114.00 ac			1,157,820 sf	23%
HP-3	LI/SA	13.23 ac			42,180 sf	7%
HP-4	LI/SA	2.01 ac			-	-
Sub-Total		*129.24 ac*			***1,200,000 sf***	***21%***
Tech/Business Park – Light Industrial (T/BP LI)						
CO-51	MP/SA	15.20 ac			150,000 sf	23%
~~CO-52~~	~~MP/SA~~	~~17.65 ac~~			~~150,000 sf~~	~~20%~~
Sub-Total		~~*32.85 ac*~~ 15.20 ac			~~*300,000 sf*~~ 150,000 sf	***21%***
Business Professional (BP)						
CO-21	BP	5.00 ac			28,000 sf	13%
CO-31	BP	5.54 ac			32,000 sf	13%
Sub-Total		***10.54 ac***			***60,000 sf***	***13%***
Community Commercial (CC)						
CO-41	CC	13.16 ac			120,000 sf	21%
CO-42	CC	6.13 ac			50,000 sf	19%
Sub-Total		***19.29 ac***			***170,000 sf***	***20%***
Sub-Total Employment & Comm.		~~*191.92 ac*~~ 174.27 ac			~~*1,700,000 sf*~~ 1,580,000 sf	***21%***
RESIDENTIAL USES						
Low Density Residential (LDR)						
CO-1	RS/DS	6.10 ac	36 du	5.9 du/ac		
CO-2	RS/DS	6.21 ac	36 du	5.8 du/ac		
CO-3	R1/DS	16.53 ac	64 du	3.9 du/ac		
CO-6	RS/DS	5.64 ac	36 du	6.4 du/ac		
CO-7	RS/DS	9.78 ac	58 du	5.9 du/ac		
Sub-Total		***44.26 ac***	***230 du***	***5.2 du/ac***		
Medium Density Residential (MDR)						
CO-4	RS/DS	7.06 ac	60 du	8.5 du/ac		
CO-5	RS/DS	4.69 ac	46 du	9.8 du/ac		
CO-11	RS/DS	4.72 ac	34 du	7.2 du/ac		
CO-12	RS/DS	4.79 ac	34 du	7.1 du/ac		
CO-13	RS/DS	3.34 ac	24 du	7.2 du/ac		
CO-14	RS/DS	4.43 ac	34 du	7.7 du/ac		
CO-15	RS/DS	2.62 ac	19 du	7.3 du/ac		
CO-16	RS/DS	1.36 ac	10 du	7.4 du/ac		
Sub-Total		***33.01 ac***	***261 du***	***7.0 du/ac***		

TABLE 3-2: HPCO Land Use and Zoning by Parcel (continued)

Parcel	Zoning	Gross Acres	Dwelling Units (du)		Square Feet (sf)	
			Allocated Units	Density (du/ac)	Allocated Square Feet	FAR
RESIDENTIAL USES (cont.)						
High Density Residential (HDR)						
CO-22	R3/DS	8.40 ac	210 du	25.0 du/ac		
CO-23	R3/DS	8.95 ac	185 du	20.7 du/ac		
CO-24a	R3/DS	2.36 ac	31 du	13.1 du/ac		
CO-24b	R3/DS	2.35 ac	31 du	13.2 du/ac		
CO-52	R3/DS	17.65 ac	285 du	16.1 du/ac		
Sub-Total		~~*22.06 ac*~~	~~*457 du*~~	~~*20.7 du/ac*~~		
Sub-Total Residential		39.71 ac ~~*99.33 ac*~~	742 du ~~*948 du*~~	18.7 du/ac ~~*9.5 du/ac*~~		
PARKS, OPEN SPACE & PUBLIC USES		116.98	1,233 du	10.5 du/ac		
Parks (P/R)						
HP-2[1]	PR	8.7 ac				
CO-61	PR	5.70 ac				
CO-62	PR	2.62 ac				
CO-64	PR	2.42 ac				
Sub-Total		***19.44 ac***				
Paseos (P/R)						
CO-63	PR (Paseo)	0.90 ac				
CO-65	PR (Paseo)	1.35 ac				
Sub-Total		***2.25 ac***				
Open Space (OS)						
CO-81	OS	0.84 ac				
CO-82	OS	0.86 ac				
CO-83	OS	44.65 ac				
Sub-Total		***46.35 ac***				
Public (P/QP)						
RE-1	P/QP	0.50 ac				
CO-75	P/QP	2.15 ac				
CO-76	P/QP	0.32 ac				
Sub-Total		***2.97 ac***				
Sub-Total Parks, OS & Public		***71.01 ac***				
Backbone Roads		13.47 ac				
TOTAL		393.38 ac ~~*375.73 ac*~~	1,233 du ~~*948 du*~~	10.5 du/ac ~~*9.5 du/ac*~~	1,580,000 sf ~~1,730,000 sf~~	21%

1. Parcel HP-2 park acreage credited towards Campus Oaks. See Table 3-5.

3.2 Mobility

The HPCO Project Area mobility system is designed to maximize connectivity, walkability and convenience. Included is a modified grid street pattern that compliments and helps to complete the City's larger roadway network; a safe and interconnected system of paths, sidewalks and bike lanes; and multiple transit stops. Emphasis is placed upon enhancing access between jobs, homes, services and amenities, allowing residents and employees to walk and bike between uses.

The interconnected mobility system, combined with the Project Area's mixed use development pattern, internalizes trips; reducing trip lengths and the demand for travel outside of the Area for daily needs. As a result, the HPCO Master Plan land uses result in a reduction in external vehicle trips and vehicle miles traveled when compared to the prior land uses.

3.2.1 ROADWAYS

The HPCO Master Plan establishes a network of roadways that are safe, functional, aesthetically pleasing, and contribute positively to overall community character. Roadways integrate the concept of "Complete Streets", promoting designs that comfortably provide for pedestrians, bicyclists, transit, and vehicles.

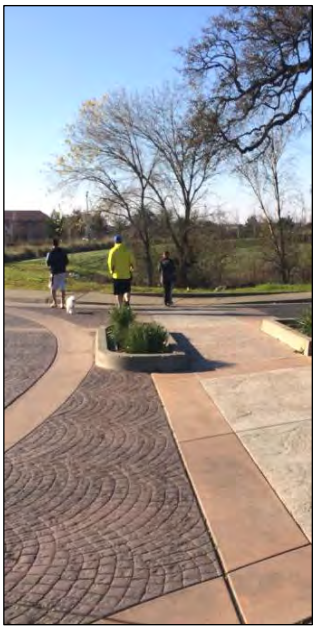
Regional Access

Three existing arterial roadways provide access to the Project Area: Blue Oaks Boulevard to the north, Foothills Boulevard to the east, and Woodcreek Oaks Boulevard to the west. Blue Oaks Boulevard is a 6 to 8-lane arterial and the primary east-west transportation corridor in the northern portion of the City, linking to Highway 65 just east of the Project Area. Foothills and Woodcreek Oaks Boulevards are key north-south arterial routes planned to eventually extend north into the Sunset Industrial/Placer Ranch Development Area, with Foothills Boulevard connecting to future Placer Parkway.

Direct access to the Project Area consists of several signalized intersections: Two existing along Blue Oaks Boulevard; one existing on Foothills Boulevard; and two planned along Woodcreek Oaks Boulevard. Foothills Boulevard is improved as a 4-lane arterial. Frontage improvements will be installed along Blue Oaks Boulevard. Woodcreek Oaks Boulevard will be widened to 4-lanes adjacent to the Project Area.

Internal Backbone Roadway System

Internal Project Area backbone roadways consist of a network of public collector streets. Key to the internal and larger citywide roadway system is



the long sought after extension of HP Way as a public road through the Project Area. HP Way links to the future extension of Roseville Parkway at Foothills Boulevard, curving northwest through the Project Area to Blue Oaks Boulevard. Other roadway connections include the extensions of New Meadow Drive from the north, and Painted Desert and Crimson Ridge Drives from the west. Residential streets will provide in-tract subdivision access, and private drives will continue to provide internal access within the Hewlett-Packard Campus.

As the gateway to and a defining element through the Project Area, the central portion of the HP Way corridor is intended to be improved and maintained as a pedestrian and bicycle friendly 2-lane facility. To enhance the convenience, safety and comfort for pedestrians and cyclists, the HP Way corridor is planned to include sidewalks separated from the street by tree lined landscaped parkways; bike lanes buffered from vehicle travel; pedestrian bulb outs and enhanced intersection crossings; and, roundabouts and other traffic calming measures.

Neighborhood Electric Vehicles

A majority of the streets in the Project Area may accommodate neighborhood electric vehicles. A neighborhood electric vehicle (NEV) is an electric-powered four wheel low speed vehicle that allows residents to make local trips. Per the California Vehicle Code, NEV's may be driven on any public roadway with a posted speed of 35 miles per hour or less, and may cross roadways with a speed limit in excess of 35 miles per hour subject to certain restrictions. NEVs may also be used on all private drives.

The backbone roadway system is reflected on Figure 3-2, with lane capacity, right-of-way, and landscape requirements summarized in Table 3-3. Typical roadway design sections are illustrated in Figures 3-3 through 3-12, with corresponding landscaping standards and related design details included in Section 04, Hewlett-Packard Campus Development Plan, and Section 05, Campus Oaks Development Plan.

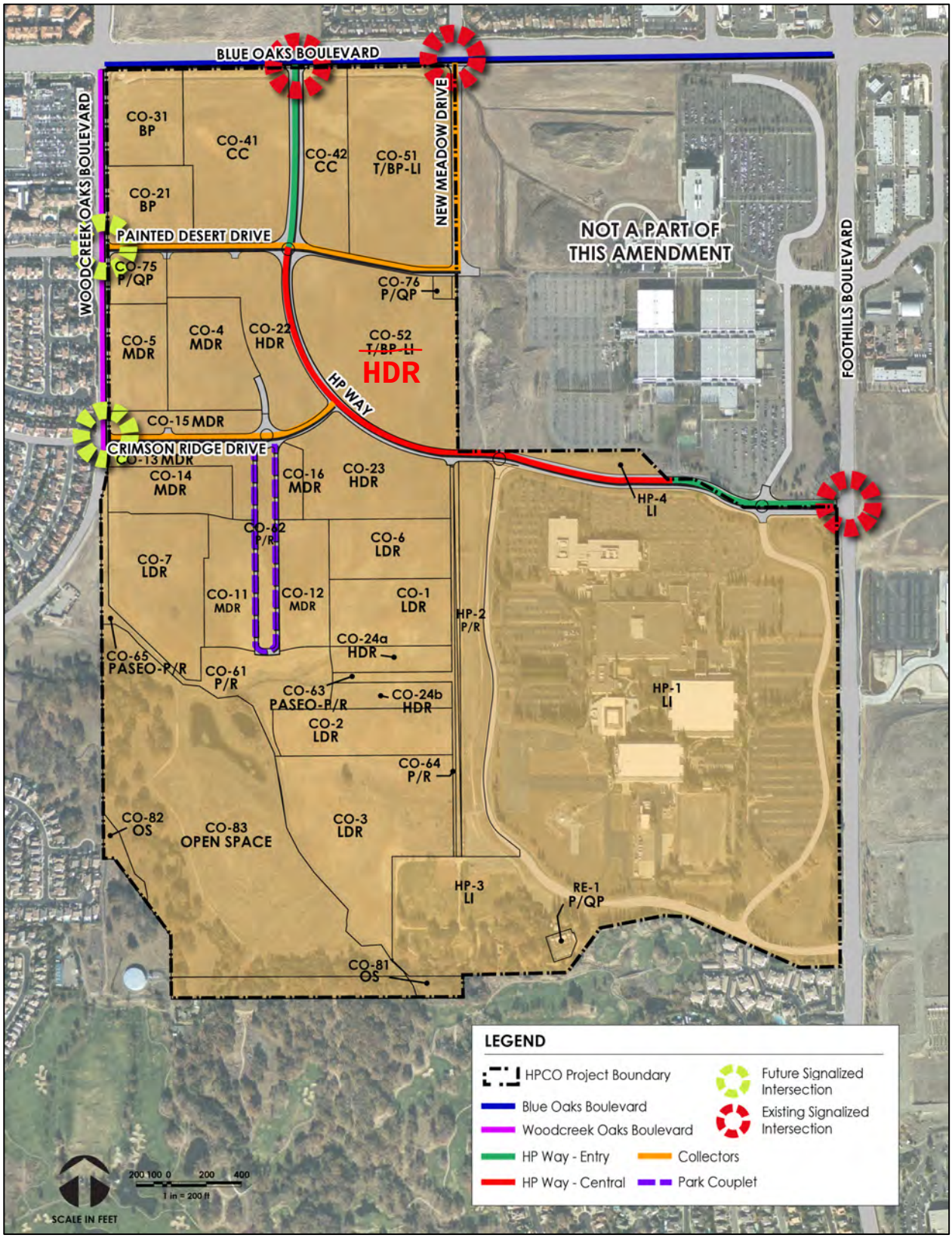


FIGURE 3-2: Backbone Roadway System

TABLE 3-3: Roadway Summary

Roadway Type/Name	Roadway		Landscape Corridor		Landscape Median	On-Street Parking	Figure Number
	Reserved Lane Capacity	Right-of-Way	Adjacent to LDR & MDR	Adjacent to Other Uses			
ARTERIAL ROADWAYS[1]							
Blue Oaks Boulevard	8 lanes	130 ft	NA	50 – 70 ft[2]	22 ft	None	3-3
Woodcreek Oaks Boulevard	4 lanes	76 ft	35 ft[3]	35 ft	14 ft	None	3-4
COLLECTOR ROADWAYS[1]							
HP Way – Entry	4 lanes	81 ft	NA	25 ft	13 ft	None	3-5
HP Way – Central[4]	2 lanes	59 ft	25 ft	30 ft	13 ft	None	3-6
Painted Desert Drive, New Meadow Drive & Crimson Ridge Drive	2 lanes	48 ft	NA[5]	25 ft[5]	NA	Both Sides	3-7
LOCAL ROADWAYS							
Park Couplet	2 lanes	60 ft[6]	NA[5]	NA[5]	100 ft[7]	Res. Side	3-8 & 3-11
Primary Residential Street[8]	2 lanes	60 ft	NA[5]	NA[5]	NA	Both Sides	3-9 & 3-11
Minor Residential Street[9]	2 lanes	54 ft	NA[5]	NA[5]	NA	Both Sides	3-10 & 3-11
Alley	2 lanes	22 ft	NA	NA	NA	NA	3-12
ROUNDABOUTS, PRIVATE DRIVES AND OTHER FACILITIES							
To be designed and constructed per City standards and Campus Oaks Design Guidelines							

1. Auxiliary lanes, turn lanes, bus turn-outs, and standard tapers are permitted reductions to the landscape corridors (PUE/LSE). Minimum landscape corridor width of 15' shall be maintained behind bus shelters.
2. Landscape Corridor along Blue Oaks Boulevard to be 70 feet wide where open drainage channel exists/planned.
3. Landscape corridors adjacent to LDR and MDR along Woodcreek Oaks Boulevard will be incorporated within the right-of-way.
4. The central portion of HP Way is planned to incorporate design elements to enhance pedestrian and bicyclist convenience, safety and comfort. Such elements shall include sidewalks separated from the street by tree lined landscaped parkways; bike lanes buffered from vehicle travel; enhanced intersection crossings; and, roundabouts and other traffic calming measures.
5. Residential units will front on roadways. Street frontage setbacks from back of walk to be established as part subdivision map and/or design review approval as applicable.
6. 30 feet on both sides of Couplet.
7. 100 foot wide neighborhood park.
8. Primary Residential Streets will have separated sidewalks with landscaped parkways. Primary Residential Streets are used to accommodate higher traffic volumes and are placed adjacent to schools and parks, consistent with the City's roadway improvement standards.
9. Minor Residential Streets will have separated sidewalks with landscaped parkways. Minor Residential Streets are used to carry lower traffic volumes than Primary Residential Streets, consistent with the City's roadway improvement standards.

Note: Standard signalized intersections will have dedicated turns and through lanes resulting in wider cross sections in those areas.

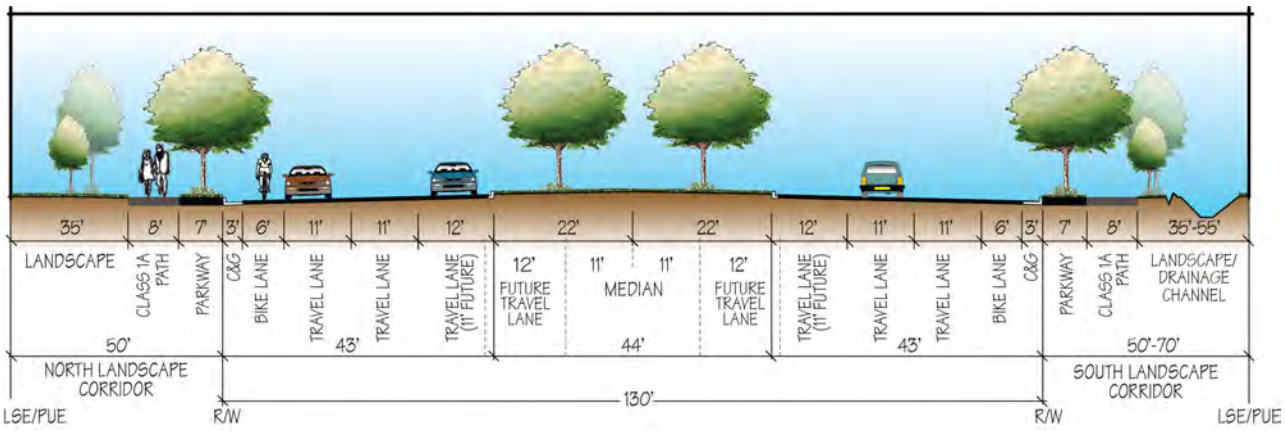


FIGURE 3-3: Blue Oaks Boulevard (Arterial)

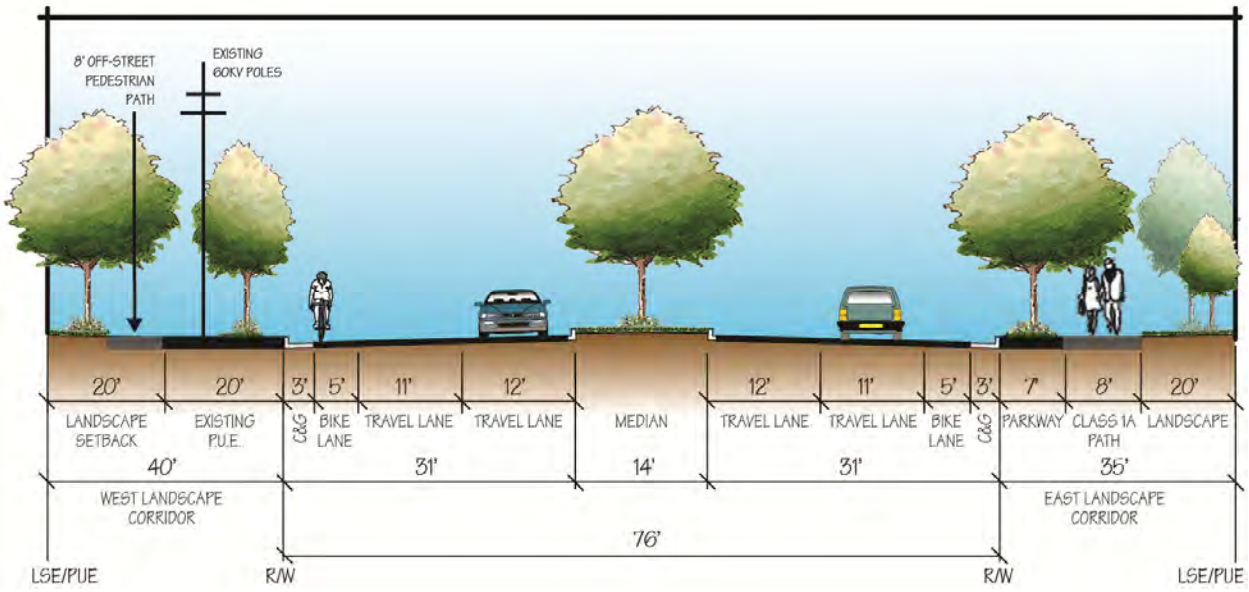


FIGURE 3-4: Woodcreek Oaks Boulevard (Arterial)

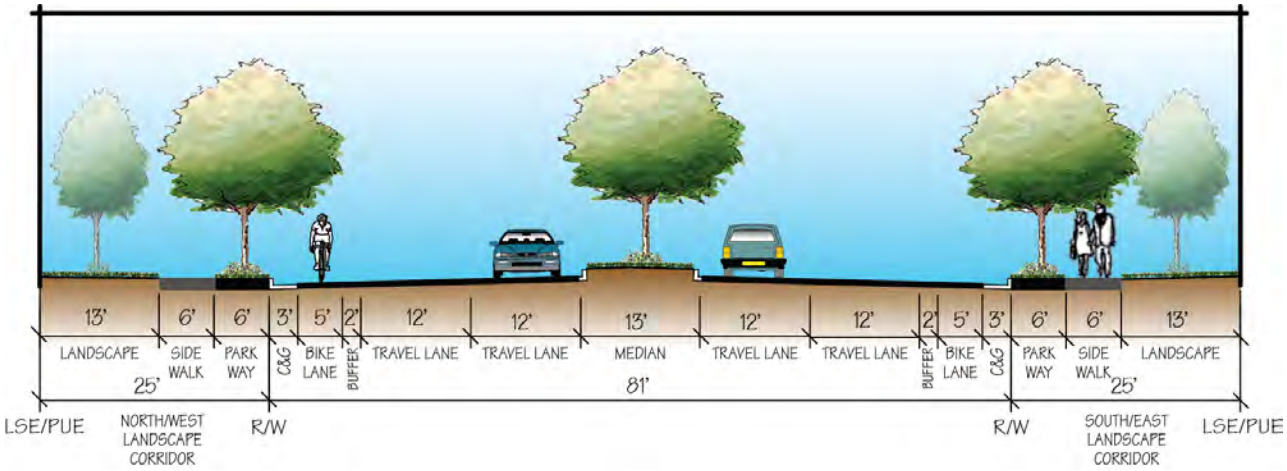


FIGURE 3-5: HP Way – Entry (Modified Collector)

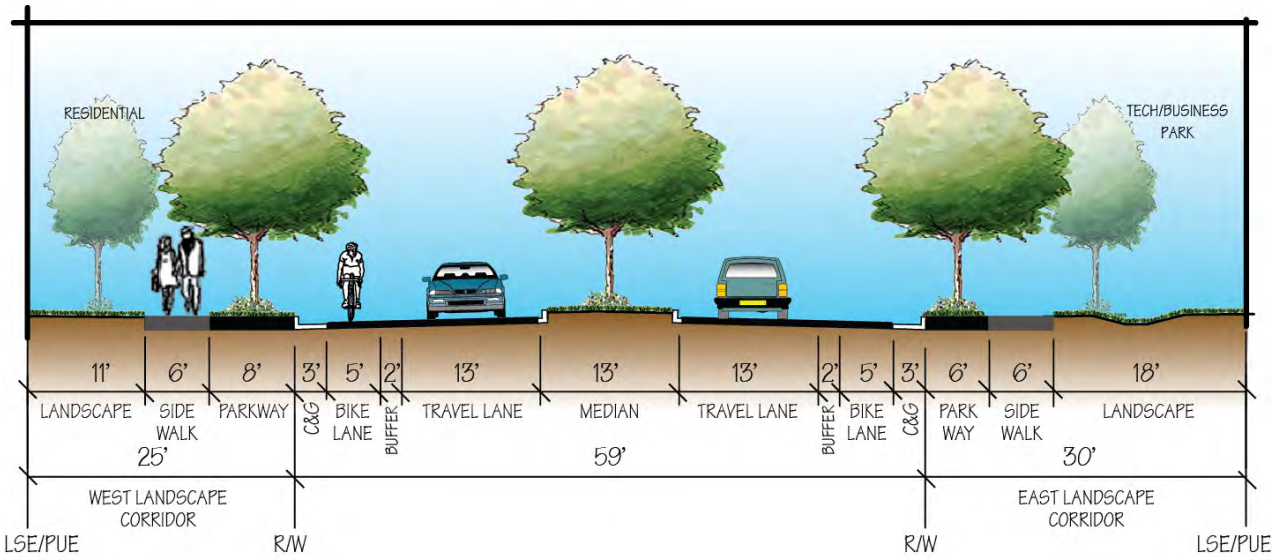
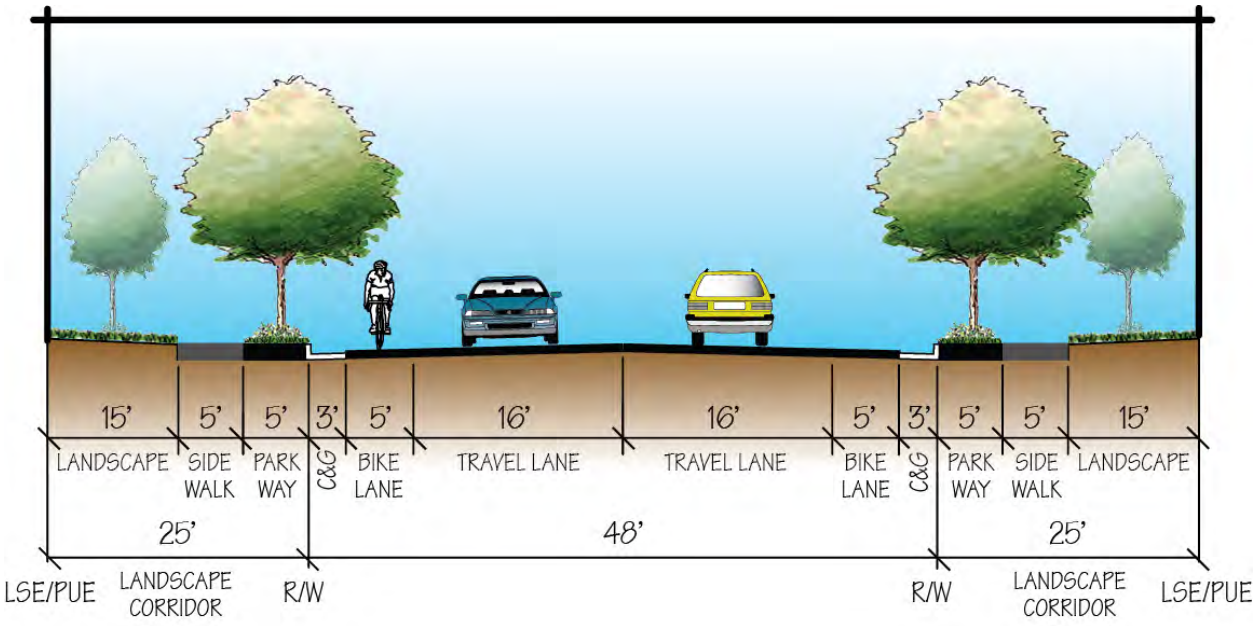
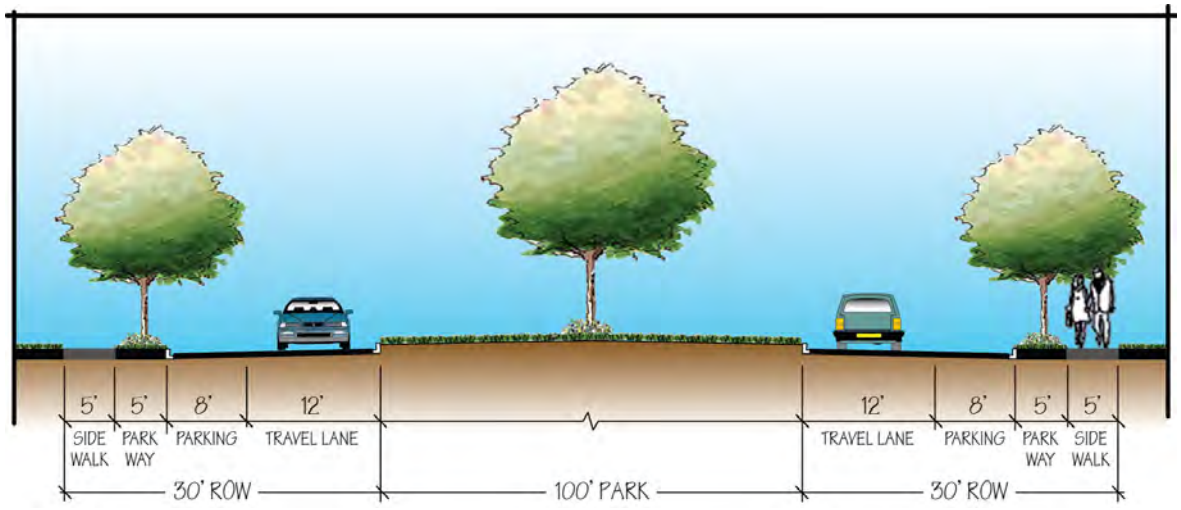


FIGURE 3-6: HP Way – Central (Modified Collector)



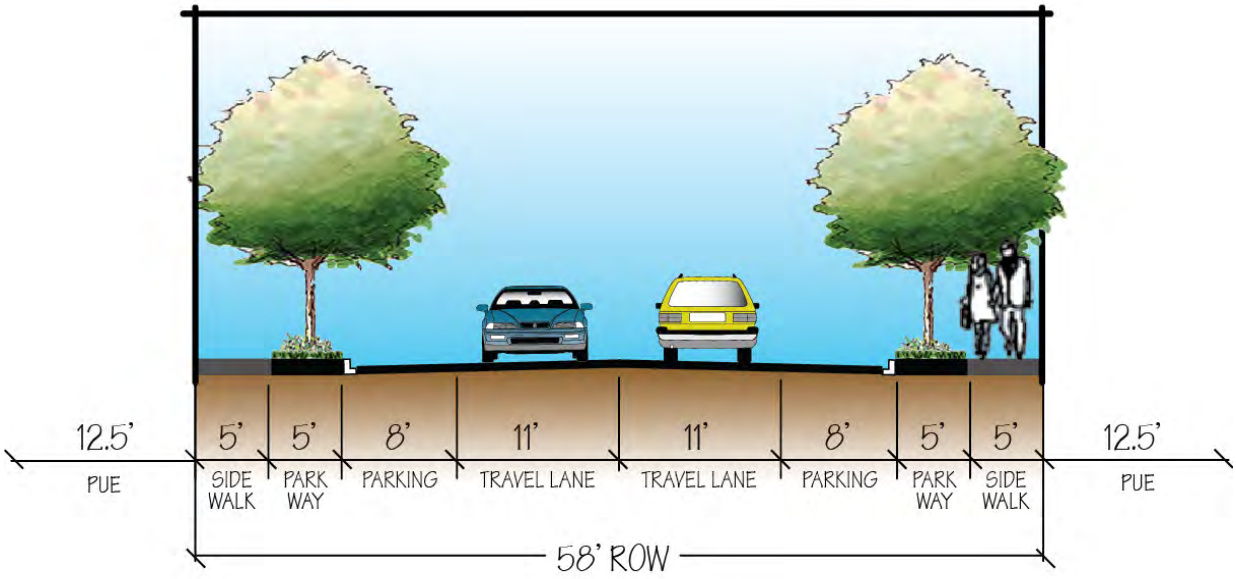
Note: Residential units will front on Collectors. Street frontage setbacks from back of walk to be established as part subdivision map and/or design review approval as applicable.

FIGURE 3-7: Painted Desert Drive, New Meadow Drive & Crimson Ridge Drive (Collectors)



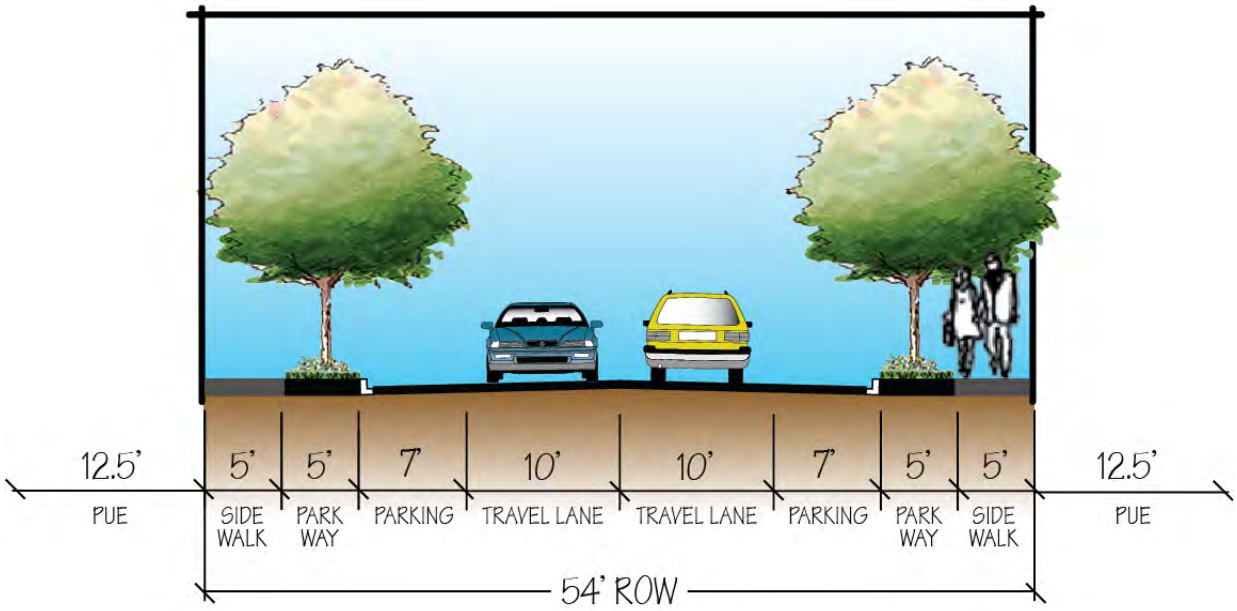
Note: Residential units will front on Park Couplet. Street frontage setbacks from back of walk to be established as part subdivision map and/or design review approval as applicable.

FIGURE 3-8: Park Couplet (Local Street)



Note: Residential units will front on primary residential streets. Street frontage setbacks from back of walk to be established as part subdivision map and/or design review approval as applicable.

FIGURE 3-9: Primary Residential Street (Local Street)



Note: Residential units will front on minor residential streets. Street frontage setbacks from back of walk to be established as part subdivision map and/or design review approval as applicable.

FIGURE 3-10: Minor Residential Street (Local Street)

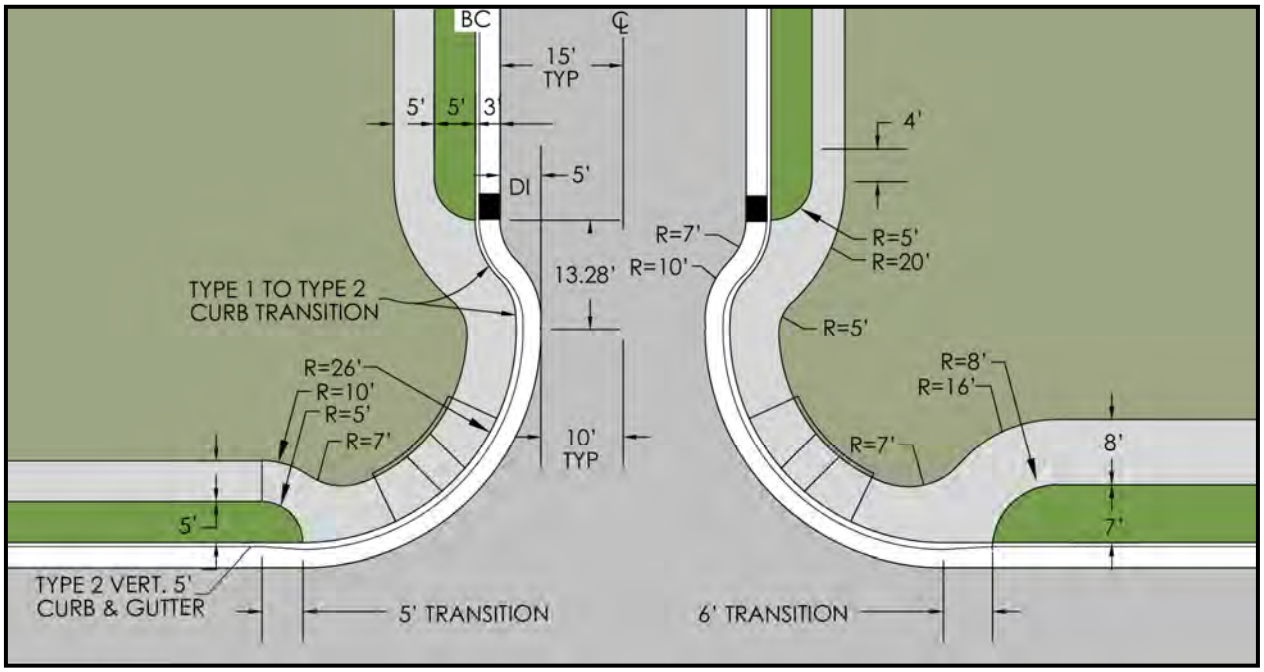


FIGURE 3-11: Bulb-Out (Local Street)

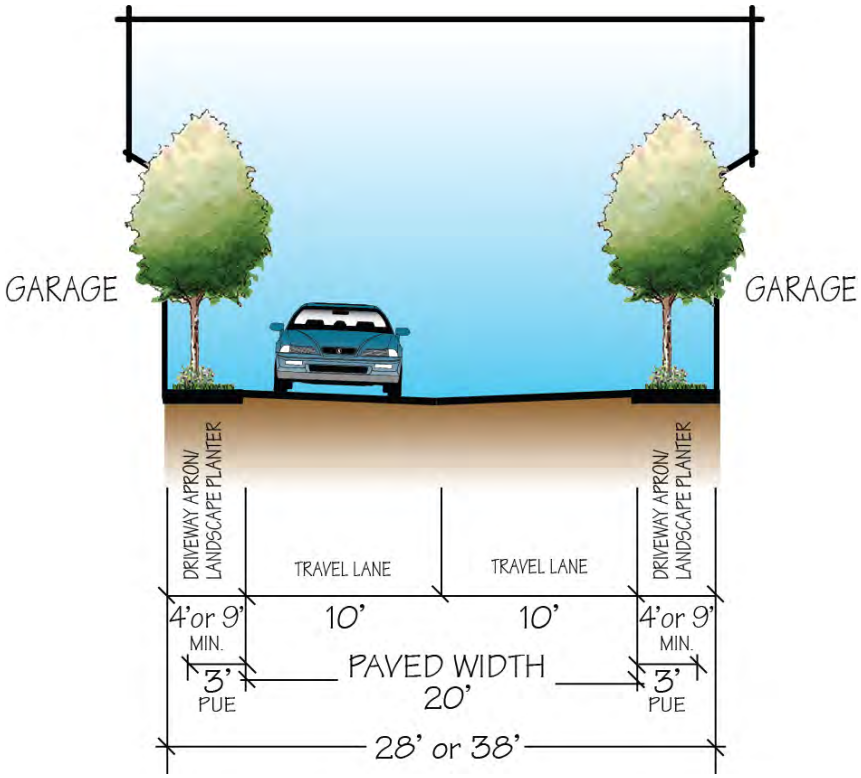


FIGURE 3-12: Alley (Local Street)

3.2.2 PEDESTRIAN and BICYCLE NETWORK

The HPCO Master Plan provides for a safe and interconnected network of paths, sidewalks and bike lanes to allow residents and employees to easily walk and bike to meet their daily needs. The pedestrian and bicycle network is designed to enhance connectivity between jobs, homes and services. This enhanced connectivity supports alternative modes of travel; reduces vehicle trips and associated air quality and greenhouse gas emissions; promotes community activity, health and well-being; and contributes to the character and desirability of the Project Area as a place to live, work, recreate and invest.

The pedestrian and bicycle network provides for multiple looped routes, as well as connections to the larger citywide system. Key components of the network include:

- **Class I Paths** consist of shared bicycle and pedestrian paths completely separated from motor vehicle traffic. Class 1 path connections are provided within parks, paseos and open space areas. Connections are included to the existing City bike trail along the South Branch of Pleasant Grove Creek. It is intended that paths within paseos will be visible and accessible from adjacent development, with a minimum of 50 percent of the paseo edge open via a single-loaded streets, open cul-de-sac heads/street terminations, or other features. No paths may be located within Parcel CO-83, the City owned open space preserve, beyond those allowed by the Hewlett-Packard Preserve O&M Plan, deed restrictions, the City's Open Space Preserve Overarching Management Plan, and as shown on Figure 3-13. Class I facilities are 10-foot wide and paved with lane striping and 2-foot decomposed granite/gravel shoulders on each side.
- **Class IA Paths** are 8-foot wide multi-use concrete pedestrian paths within the landscape corridors along arterial roadways. Class IA path connections are provided along the edges of the Project Area adjacent to Blue Oaks, Foothills and Woodcreek Oaks Boulevards.

- **Class II Bikeways** are striped and signed one-way lanes included on all arterial and collector roadways within and adjacent to the Project Area. To increase cyclist comfort and safety, the Class II bike lanes along HP Way include enhanced pavement delineations and 2-foot wide demarcated buffers from the adjacent travel lanes.
- **Sidewalks** are included on all improved public streets in the Project Area. Ranging from 5 to 6-feet in width, sidewalks are typically separated from the street by a landscaped parkway to create a more comfortable corridor for pedestrian mobility.

- **Walking Paths** consist of decomposed granite recreational walking and jogging trails. Walking paths may be included within some park areas.

In addition to the above, a Pedestrian/Bicycle Connection is planned through Parcels CO-4 and CO-22 linking residential neighborhoods to the Campus Oaks Town Center. The specific design of this connection will be determined as part of the City's review of development plans for these parcels (MPP Stage 2). Further direction is provided in the Campus Oaks Design Guidelines.

The backbone pedestrian and bicycle network including all Class I bikeway segments shown on Figure 3-13 will be constructed concurrent with other backbone infrastructure and adjacent development. Connections to the network will be required to be made from individual development projects. Barriers (bollards, rail fence, vertical curbs, post and cable, posts, etc.) will be used along Class I paths to separate the pathways from the open space preserve (Parcel CO-83). Such barriers shall comply with the 404 permit regarding use of the preserve area, and with City design, maintenance and public safety requirements. On the Hewlett-Packard Campus, an internal pedestrian and bicycle network exists. Connections will be made from this internal system to each individual building on the Campus and to the adjacent backbone network where feasible.

To enhance internal connectivity and the convenient use of alternative transportation modes, the project proponents may explore opportunities to establish a bike share program. Bike Share programs allow users to borrow "pool" bicycles for local trips. This may include use by residents to travel to local jobs, or use by employees during the lunch hour to easily access restaurants and services. The bikes are checked out and returned to designated docking stations. Bike share programs can be funded through available grants, memberships, public-private partnerships and other mechanisms.

The bicycle and pedestrian network is illustrated on Figure 3-13.

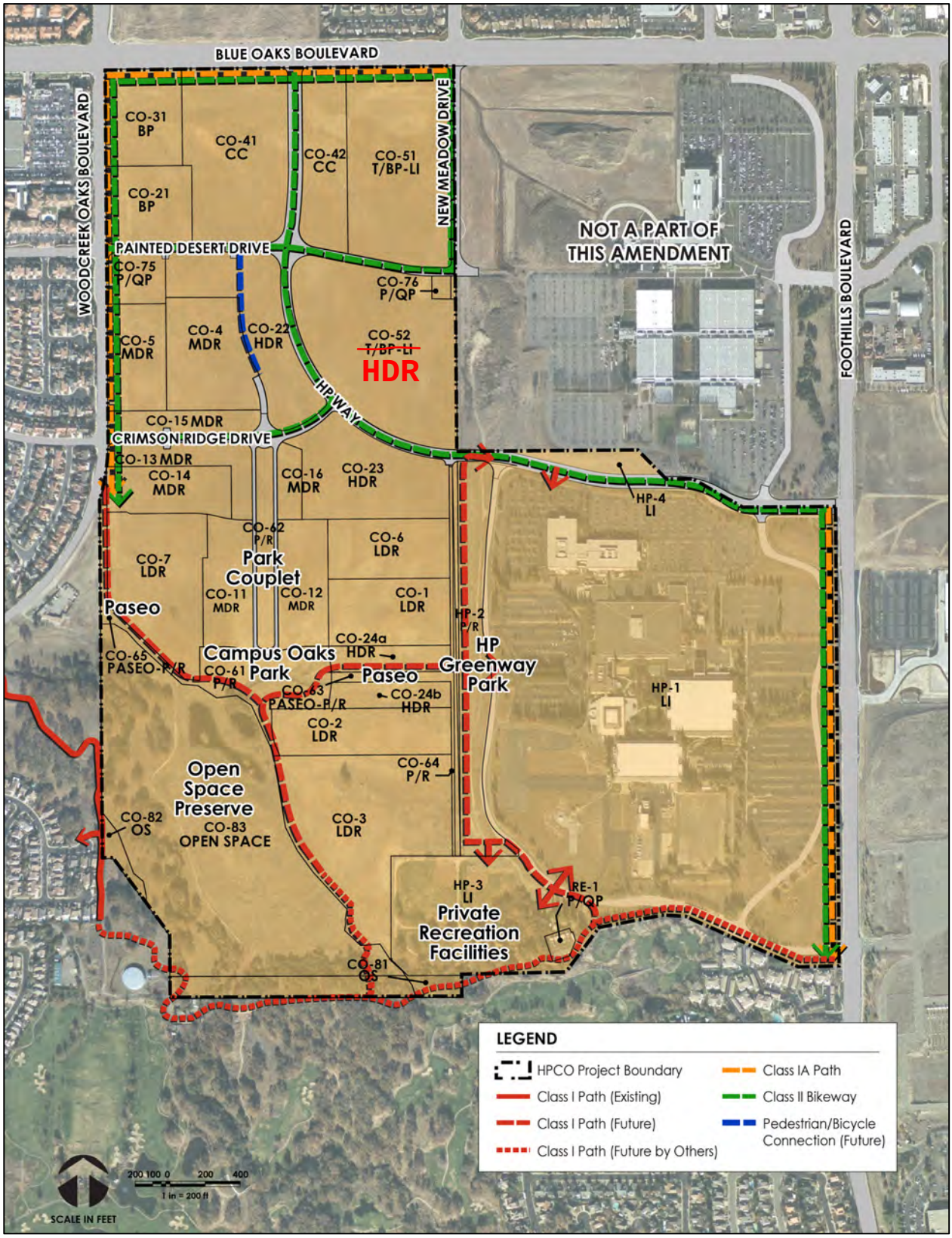


FIGURE 3-13: Pedestrian and Bicycle Network

3.2.3 TRANSIT

Bus service to the Project Area will be provided by Roseville Transit with connections to Sacramento Regional Transit and Placer County Transit as demand for service occurs and as funding allows. These services will utilize the roadway system to provide local and regional transit connections for community residents and employees.

Roseville Transit provides fixed route and Dial-A-Ride services within the City, as well as fixed route commuter services between Roseville and downtown Sacramento. The fixed route local and commuter systems operate on regularly scheduled routes, with the Dial-A-Ride system providing shared ride transit service to ADA paratransit customers and the general public within the City limits.

The Project Area supports the development of bus turnouts and transit shelters along arterial and collector roadways including Blue Oaks Boulevard, Foothills Boulevard, Woodcreek Oaks Boulevard and HP Way. Bus shelters are located near and will be conveniently connected to adjacent employment, commercial and higher density residential uses to facilitate transit use. Transit services will be extended to the Project Area as the demand for such services occur and funds are available as determined by the City.

Existing and planned bus turnouts and transit shelters are illustrated on Figure 3-14.

3.2.4 PARK and RIDE

Park and ride lots provide parking for commuters to leave their vehicles to meet carpools, vanpools or access transit services. In the Project Area, a park and ride lot is planned within the Campus Oaks Town Center on commercial Parcel CO-41 located along Blue Oaks Boulevard. The park and ride facility will include twenty (20) park and ride spaces of which two spaces will provide electric car charging stations.

The park and ride lot is intended to be made available to commuters during normal commute hours on a daily basis. Park and ride spaces will be provided in addition to the minimum required parking spaces for the project development and maintained by the project developer. Additional information regarding the obligations for the construction of the park and ride lot, including related facilities such as accessible parking and pedestrian paths and signs, is included in the Campus Oaks Development Agreement.

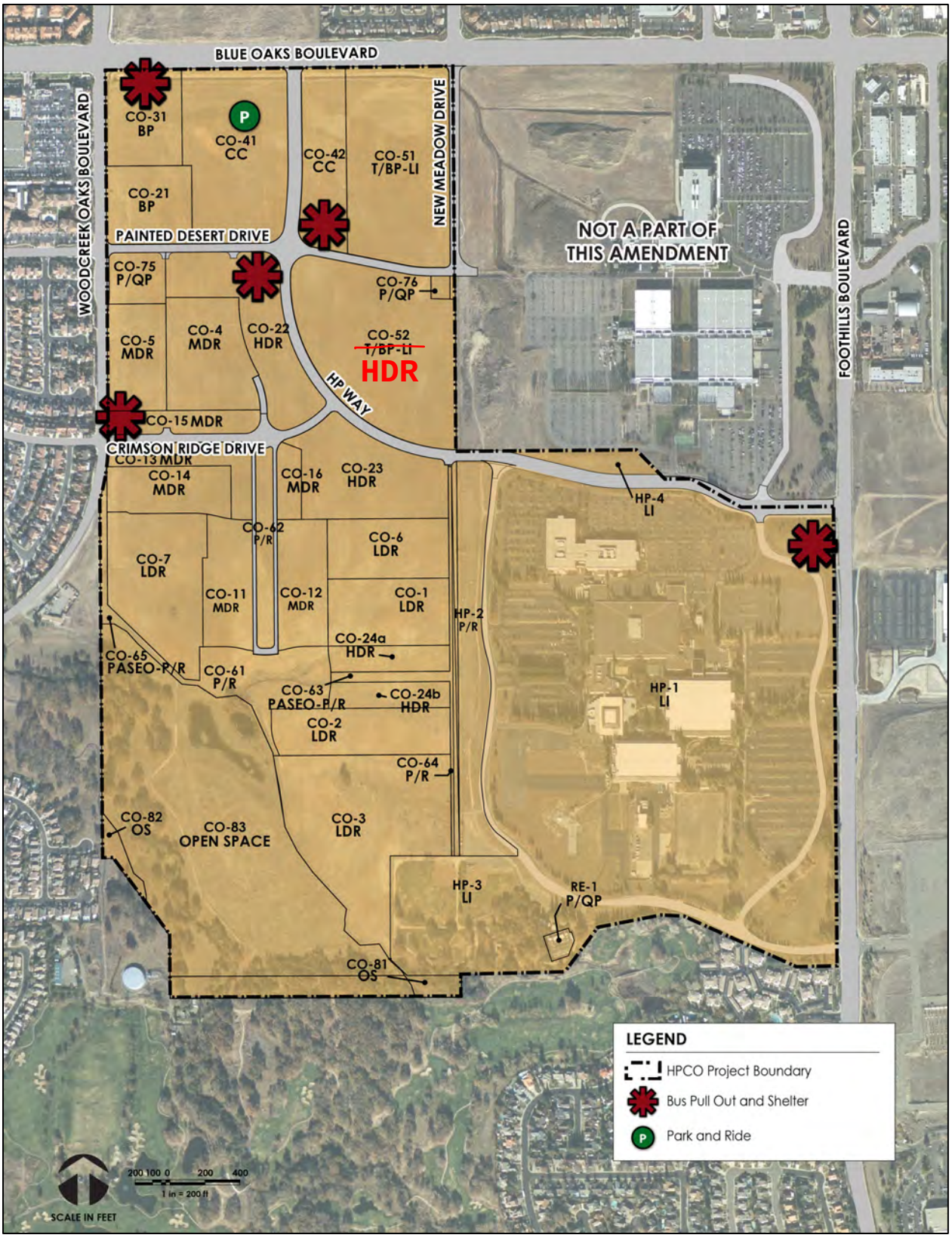


FIGURE 3-14: Transit Facilities and Park & Ride Lot

3.2.5 TRANSPORTATION SYSTEM MANAGEMENT

Transportation System Management (TSM) measures are designed to reduce the number and length of peak hour home-to-work commute trips through actions such as ridesharing, flexible work hours, and support of public transportation. Any project site, common work location, or employer with ten or more employees is required to comply with the City's TSM Ordinance. In addition, any project site, common work location, or employer with fifty or more employees is required as a condition of project approval to prepare a TSM Plan and subsequently enter into a TSM Agreement with the City. The Plan and Agreement shall comply with the City of Roseville TSM Ordinance and shall incorporate TSM measures to the degree required by the Ordinance.

3.3 Utilities

The HPCO Master Plan identifies the backbone utility infrastructure necessary to accommodate full build-out of the Project Area. Water, recycled water, wastewater, drainage, electric, natural gas, and telecommunications infrastructure exist within and/or adjacent to the Project Area. Since initial adoption of the Master Plan in 1996, substantial development and associated infrastructure improvements have been constructed in the vicinity of the Project Area. The HPCO Master Plan accounts for these changed conditions to define an updated and efficient backbone utility infrastructure program. Project Area utility providers are summarized in Table 3-4.

TABLE 3-4: Utility Providers

Utility	Provider
Potable Water	City of Roseville
Recycled Water	City of Roseville
Wastewater	City of Roseville
Drainage and Flood Control	City of Roseville
Electric Service	City of Roseville
Natural Gas	Pacific Gas and Electric
Communications	AT&T, Comcast, Consolidated Communications, and Wave Broadband
Solid Waste Disposal	City of Roseville

Adequate capacity for development of the Project Area has been/will be accounted for in the City's infrastructure planning and, where applicable, funding programs. In general, the HPCO Master Plan land uses result in an

overall reduction in utility demands when compared to the prior land uses. Infrastructure will be constructed consistent with this Master Plan, the Project Area Utility Master Plans, then current City improvement standards, and the project Development Agreements.

3.3.1 POTABLE WATER

Water Supply and Conservation

The City of Roseville provides water service (supply, treatment, storage and conveyance) to the Project Area. The City currently uses multiple sources of water to serve customers including surface water, groundwater and recycled water. Potable water demand is typically met by surface water supplies. Surface water is obtained from Folsom Lake and the American River via contracts with the United States Bureau of Reclamation, Placer County Water Agency, and the San Juan Water District. Roseville has access to groundwater for use during an emergency, as a back-up supply during dry years, and to provide operational flexibility through implementing a conjunctive use program.

In accordance with Senate Bill 610, a Water Supply Assessment (WSA) was performed in conjunction with the HPCO Master Plan. The WSA includes an evaluation of the sufficiency of citywide water supplies over a 20-year horizon addressing the availability of adequate water supplies to meet existing and anticipated future demands, including the demand associated with the Project Area during normal, single-dry and multiple-dry years.

The Project Area's build out potable water demand is estimated at 1,004.60 acre-feet per year (AFY). This demand includes 414.63 AFY for the Hewlett-Packard Campus and 589.97 AFY for Campus Oaks. The estimated water demand for Campus Oaks is reduced to 433.05 AFY when applying savings in potable water use resulting from implementing water conservation best management practices and the use of recycled water for irrigation. Water conservation measures to be incorporated include turf reductions and water efficient landscaping; smart irrigation controllers; and, re-circulating hot water systems for residential units. These measures were selected because they can be cost-effectively implemented and have the highest potential for achieving water saving through conservation.

Water demands for the Project Area were included in the City's 2010 Urban Water Management Plan (UWMP) and the City's long-term water projections. In addition, the 2015 HPCO Master Plan (specifically the Campus Oaks land uses) results in an overall reduction in water demand of 234.95 AFY (surplus) when compared to the prior land uses. Accordingly, no additional water supplies are needed to accommodate buildout of the Project Area, nor are any improvements to the City's water treatment plant.

Backbone Potable Water Distribution System

Water is delivered to the Project Area via the City's existing distribution system. This consists of existing and planned connection points to 12-inch and 24-inch mains within Blue Oaks Boulevard, Woodcreek Oaks Boulevard, and Foothills Boulevard. Water distribution within the Project Area includes a looped system of 12 to 16-inch backbone pipes that generally parallel collector and arterial roadways. In-tract improvements are required at a project level.

A groundwater well is planned within the Project Area (Parcel CO-76) adding to the City's network of wells that provide back-up water supply and aquifer storage and recovery (ASR). The backbone water distribution system and well location are illustrated on Figure 3-15.

3.3.2 RECYCLED WATER

Recycled Water Use

The City of Roseville provides the Project Area with recycled water from the Pleasant Grove Wastewater Treatment Plan (PGWWTP) and the Dry Creek Wastewater Treatment Plant (DCWWTP). Both plants produce Title 22 quality effluent that is available for recycled water applications. The City currently provides recycled water to several locations on the west side of Roseville.

Campus Oaks will utilize recycled water for irrigating parks, non-residential and high density attached residential landscaping, as well as publicly landscaped areas (including roadway landscape corridors and medians). On the Hewlett-Packard Campus, recycled water may be extended to serve existing campus irrigation or other uses. Upon issuance of a building permit for any designated parcel on the Hewlett-Packard Campus, on site-improvements that are reasonably necessary to convert landscape irrigation facilities to make use of recycle water for that parcel may be installed.

The Project Area's annual recycled water demand is 109.33 AFY. The use of recycled water will further offset potable water demand.

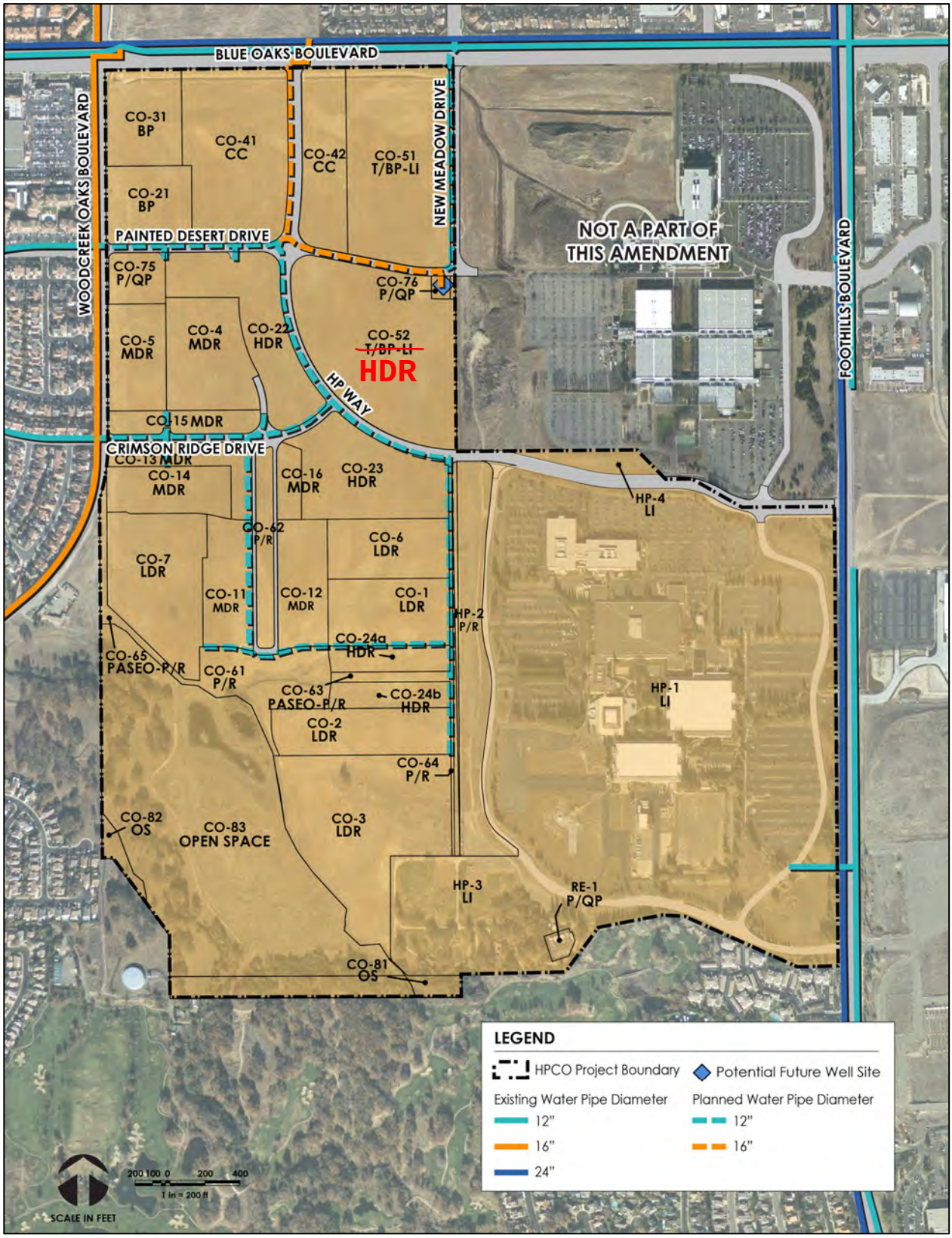


FIGURE 3-15: Backbone Potable Water Distribution System and Well Location

Backbone Recycled Water Distribution System

A recycled water storage tank and pump station is located near the southwest corner of the Project Area. The Project Area connects to existing 16-inch and 30-inch recycled water mains located in Woodcreek Oaks Boulevard, Blue Oaks Boulevard, and Foothills Boulevard. A system of 6 to 8-inch on-site backbone recycled water lines will be constructed within street rights-of-way and easements to serve the Project Area. Included will be stubs to the landscape median in Blue Oaks Boulevard. In-tract recycled water improvements will be required at a project level.

The backbone recycled water distribution system is illustrated on Figure 3-16.

3.3.3 WASTEWATER

Wastewater Treatment

Sanitary sewer service is provided to the Project Area by the City of Roseville. Wastewater flows from the Project Area will be directed to the PGWWTP. The Project Area is estimated to generate approximately 0.3 million gallons per day (mgd) average dry weather wastewater flow. The HPCO Master Plan (specifically the Campus Oaks land uses) results in an overall reduction in wastewater demand of 0.03 mgd when compared to the prior land uses and generation rates from the 1996 Master Plan. Capacity at the PGWWTP is adequate to accommodate projected flows.

Backbone Wastewater Collection System

Wastewater flows are conveyed to the PGWWTP by a network of existing sewer pipes ranging in size from 30-inch to 78-inches within street rights-of-way or easements. Points of connection exist or are planned to sewer pipes within Blue Oaks Boulevard, Woodcreek Oaks Boulevard, and Foothills Boulevard.

Portions of the Hewlett-Packard Campus may continue to discharge to an existing 10-inch sewer line in Foothills Boulevard that flows to the north, as per the Hewlett-Packard development agreement, or to an alternate 10-inch sewer line that flow west through Campus Oaks to the existing 42-inch wastewater transmission line in Woodcreek Oaks Boulevard. Backbone sewer collection pipes within the Project Area will range in size from 10 to 12-inches. In-tract improvements are required at a project level.

The backbone wastewater collection system is illustrated on Figure 3-17.

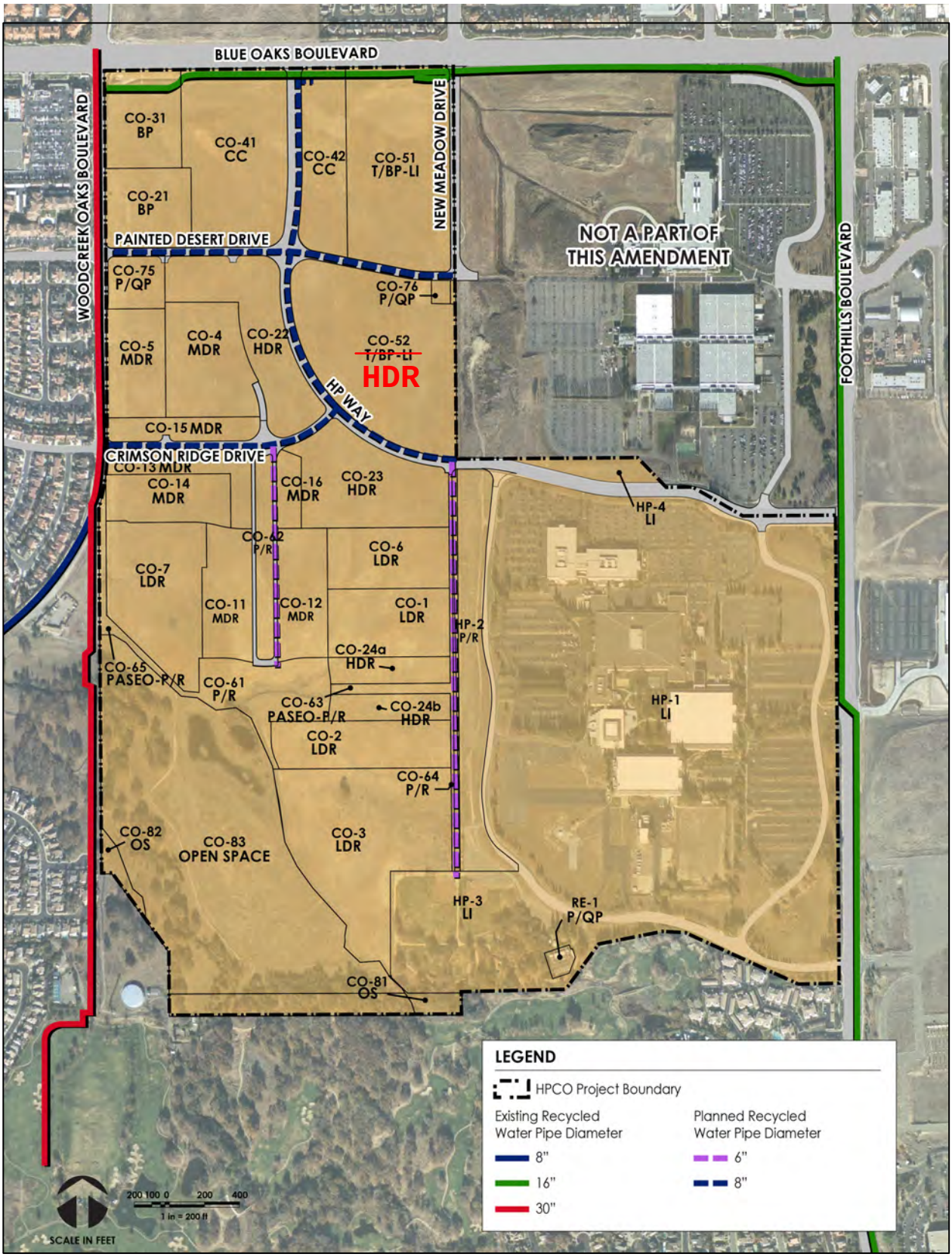


FIGURE 3-16: Backbone Recycled Water Distribution System

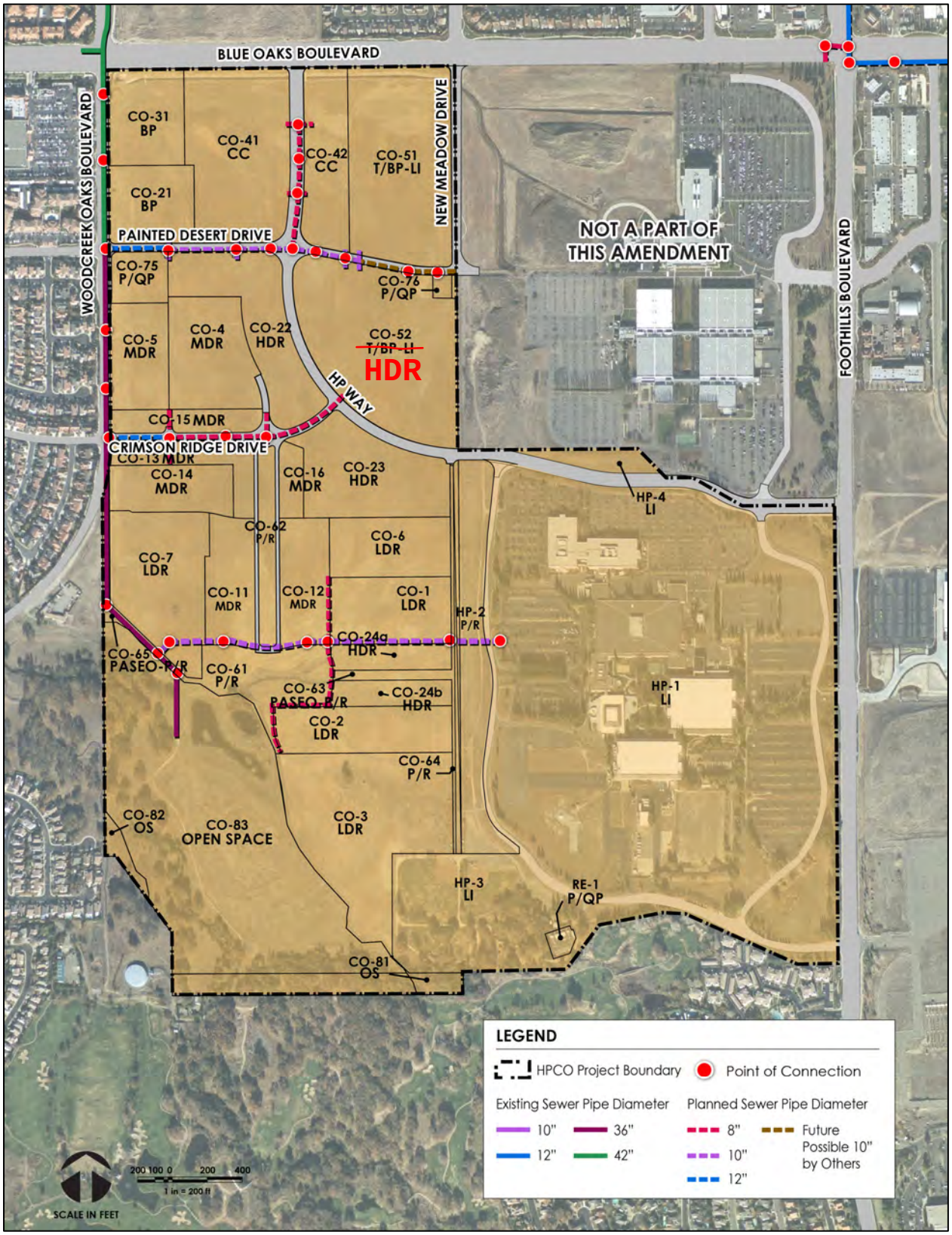


FIGURE 3-17: Backbone Wastewater Collection System

3.3.4 DRAINAGE and FLOOD CONTROL

Site Hydrology

The Project Area is within the Pleasant Grove Creek watershed located within the larger Natomas Cross Canal watershed of northwestern Placer County and southeastern Sutter County. The Pleasant Grove Creek watershed drains to the Pleasant Grove Canal, then to the Natomas Cross Canal, and ultimately to the Sacramento River.

Project Area topography is gently rolling, generally sloping from east to west and is broken into a northern drainage shed and a larger southern drainage shed. The South Branch of Pleasant Grove Creek traverses the southwest portion of the Project Area within the Open Space Preserve (Parcel CO-83) and drains the southern shed. A perennial stream, Pleasant Grove Creek flows east to west conveying storm water flows during the wet season and irrigation runoff during the dry season. Within the Project Area, the limits of the 100-year floodplain for the South Branch of Pleasant Grove Creek are fully contained within the Open Space Preserve.

An unnamed tributary to the South Branch of Pleasant Grove Creek crosses the southeastern portion of the Hewlett-Packard Campus (Parcel HP-1). A small segment of this tributary is piped under the main Hewlett-Packard loop road. The tributary then continues west crossing the southern boundary of the Hewlett-Packard Campus, returns onto the Campus within the existing employee recreation area, and ultimately connects to the South Branch of Pleasant Grove Creek within the Open Space Preserve.

Backbone Drainage Improvements

On-site backbone drainage improvements consist of a full complement of storm water quality BMP's and a combination of conventional subsurface and surface drainage systems including an existing drainage channel adjacent to a portion of Blue Oaks Boulevard. This drainage channel will be upgraded to include a concrete pan and access ramps for future maintenance equipment. Culverts will be utilized to cross over the existing channel at street and driveway locations and will be designed to accommodate the passage of maintenance utility vehicles (bobcat front loaders). Backbone subsurface drainage includes a series of 12 to 48-inch pipes connecting to existing and planned pipes within Woodcreek Oaks Boulevard, and Foothills Boulevard. Project Area conveyance systems discharge drainage through outfalls that eventually drain to the South Branch of Pleasant Grove Creek. Drainage facilities are to be designed and constructed in conformance with City of Roseville Improvement Standards and the Placer County Flood Control and Water Conservation District's Stormwater Management Manual.

Based upon the Project Area's location within the watershed, and given that projected runoff from the Project Area will not exceed the flow rates shown on the North Roseville Specific Plan Area (Phase 1) Drainage Shed Map, no additional peak flow on-site stormwater detention is required. The Project Area will contribute toward construction of the Reason Farms Retention Basin project through payment of the Pleasant Grove Watershed Mitigation Fee. This regional stormwater retention facility provides volumetric mitigation for waters entering the Sacramento River Basin. Additional detailed drainage analysis will be required at time of improvement plan review to ensure that all City requirements are being met.

Water Quality

Best management storm water management practices consisting of site development Storm Water Pollution Prevention Plans (SWPPP) and post development source control, low impact development (LID) practices, treatment, full capture trash for priority land uses, and detention will be utilized throughout the Project Area for stormwater quality treatment and hydromodification management. The intent of both site development and post construction storm water management is to minimize the adverse impacts from storm water per applicable State and Federal NPDES Permitting mandates.

Post construction source control and LID features are woven into the fabric of a community to mimic the hydrologic function of the undeveloped site by capturing, slowing, treating, and infiltrating storm water as close to the source as possible through use of decentralized small scale features. Techniques such as tree plantings, infiltration galleries, disconnected roof drains, separated sidewalks, bio-retention facilities, rain gardens, bioswales, soil amendments, impervious surface reduction and other strategies can provide a LID "treatment train" which attempts to reproduce the predevelopment hydrologic system improving the quality and reducing the quantity of urban runoff. Additional controls such as bio-retention basins or end of the pipe treatment BMP's when required will further treat storm water before it enters the natural drainage system.

The City of Roseville has a Municipal Separate Storm Sewer System (MS4) Permit from the Regional Water Quality Control Board, which requires hydromodification mitigation to be addressed for all new discharges to waters of the State. Hydromodification control measures are intended to mitigate the artificial acceleration of erosion and sedimentation resulting from increased runoff flows and durations associated with urbanization. Hydromodification measures will be required to attenuate, infiltrate, and disperse increased runoff should LID measures not achieve infiltration and/or reuse runoff goals.

Water quality design standards shall comply with the adopted State MS4 permit requirements; the then approved City Stormwater Quality Design Manual; and, the Hewlett-Packard Preserve O&M Plan, recorded deed restrictions, and City of Roseville Open Space Preserve Overarching Management Plan. Sizing of volume based treatment control measures (water quality basins) shall follow the Roseville Volume Based Design Method.

Backbone drainage improvements are illustrated on Figure 3-18.

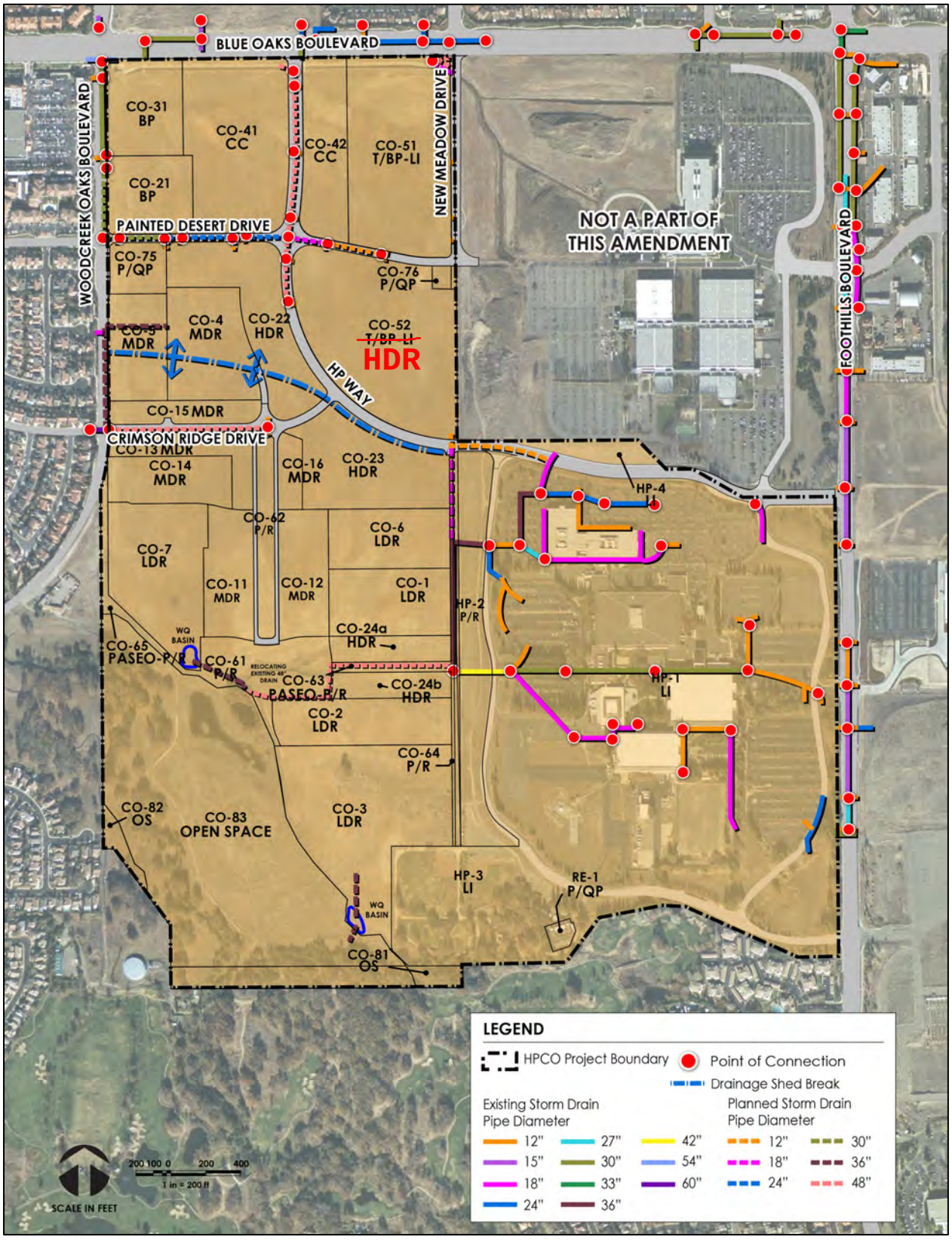


FIGURE 3-18: Backbone Drainage Improvements

3.3.5 DRY UTILITIES

Electric Service

Roseville Electric supplies electricity to the Project Area, with peak electric demand estimated to be 19.1 Megawatts (MW). Additional electricity resources needed to serve the Project Area, including state and federal mandated renewable electricity resources, will be purchased from outside sources or generated by City-owned facilities at the Roseville Energy Park. As required by state regulations, Roseville Electric will use cost-efficient energy efficiency, load management and renewable resources programs to meet electricity demand before acquiring new electricity sources. It is a goal within Campus Oaks that a minimum of 50 percent of all homes be solar powered, that electric vehicle charging stations be included at all homes, and that LEED or similar green building standards be encouraged.

Electrical service is provided to the Project Area from the electric substation on the southern portion of the Hewlett-Packard Campus (Parcel RE-1) and from the Blue Oaks Substation located to the north adjacent to Woodcreek Oaks Boulevard. Underground electrical distribution will be extended to individual parcels in conjunction with roadway improvements. Included will be the undergrounding of existing overhead electrical lines along the south side of Blue Oaks Boulevard. In addition, street lighting will be provided along all public streets as part of the roadway frontage improvements. All electric and street light facilities will be constructed to the City's standards and specifications at the time of construction.

Natural Gas

A Pacific Gas and Electric Company (PG&E) 16-inch high-pressure natural gas transmission pipeline bisects the middle of the Project Area from north to south. Natural gas will be provided by PG&E on request and in accordance with the rules and tariffs of the California Public Utilities Commission. Service will be provided via the extension of existing gas lines within and adjacent to the Project Area. Delivery of gas service to individual projects will be reviewed by PG&E at the time of proposal.

Voice/Data Communication

The Project Area is within the service areas of AT&T, Comcast, Consolidated Communications (formerly Surewest), and Wave Broadband. Together, these providers offer both voice and data communication services. Distribution lines to individual parcels will be extended from existing infrastructure within and adjacent to the Project Area. The providers will review delivery of services to individual projects at the time of proposal. All telecommunication lines and associated facilities will be installed underground.

3.3.6 SOLID WASTE DISPOSAL

Solid waste collection for the Hewlett-Packard Campus is provided through a private solid waste hauling service. Should this service be terminated, the City of Roseville will make municipal solid waste hauling service available to all or a portion of the Campus. The City will provide solid waste services to Campus Oaks.

Solid waste is collected and delivered to the Western Placer Waste Management Authority facility located north of the City at the intersections of Athens Avenue and Fiddyment Roads. The Authority owns a Material Recovery Facility (MRF) that receives, separates or processes, and then markets recyclable materials removed from the waste stream. Residual waste is transferred to the Authority's Western Regional Sanitary Landfill for disposal.

At full buildout, the Project Area is anticipated to generate approximately 7,020.49 tons of solid waste annually. Campus Oaks will contribute 4,020.00 tons of solid waste per year, and the Hewlett-Packard Campus 3,000.49 tons per year. The Project Area's solid waste contribution will not reduce the life of the landfill or operational capacity of the MRF at buildout.

Development within the Project Area will work with the City to maximize recycling and other programs to reduce or divert the solid waste stream to the landfill in compliance with AB 939.

3.4 Parks, Schools and Libraries

3.4.1 PARKS & OPEN SPACE

The HPCO Master Plan incorporates an interconnected network of accessible public parks, paseos, and open space areas to support recreational activities, encourage community interaction, expand trail connections, preserve sensitive resources and enhance sense of place. Park and open space facilities are provided within both the Hewlett-Packard Campus and Campus Oaks to meet the active/formal/programmable and passive/informal/self-directed recreational needs of residents and employees.

City Parks & Recreation Requirements

Roseville's General Plan requires new development to provide nine acres of public parkland for every 1,000 residents. This requirement is satisfied through three land dedication components: three acres each of neighborhood park, citywide park and open space. The City maintains flexibility in applying the above standards to best meet the parks and recreation needs of the community.

The 948 dwelling units within Campus Oaks will generate an estimated population of 2,474 residents based on an average of 2.61 persons per household. In accordance with the General Plan, 22.3 acres of credited parkland is required based upon 7.43 acres each of neighborhood park, citywide park and open space. The HPCO Master Plan provides for a total of 66.74 net acres of parks and open space (including the City open space preserve), of which 41.35 acres of credit are granted. As summarized in Table 3-5, neighborhood and citywide parks are granted full credit, and open space partial credit, based upon their differing recreational contributions to the community consistent with General Plan policy.

Table 3-6 summarizes how the HPCO Master Plan satisfies the City's parkland dedication requirements.

TABLE 3-5: Park and Open Space Credit

Parcel	Total Net Acreage[1]	Credit Ratio	Credited Acreage
NEIGHBORHOOD PARKS			
CO-61[2]	5.04 ac	1:1	5.04 ac
CO-62[2]	2.62 ac	1:1	2.62 ac
CO-64[2] & HP-2[4](portion of)	2.16 ac[3]	1:1	2.16 ac[2]
Sub-Total	***9.82 ac***		***9.82 ac***
CITYWIDE PARK			
CO-64[2] & HP-2[4] (portion of)	8.38 ac[5]	1:1	8.38 ac[4]
Sub-Total	***8.38 ac***		***8.38 ac***
PASEO			
CO-63[2] (Paseo)	0.84 ac	0:1	0 ac.
CO-65[2] (Paseo)	1.35 ac	0:1	0 ac
Sub-Total	***2.19 ac***		***0ac***
OPEN SPACE			
CO-81[2] (Open Space)	0.84ac	0.5:1	0.42 ac
CO-82[2] (Open Space)	0.86 ac	0.5:1	0.43 ac
CO-83[2] (Open Space)	44.65 ac	0.5:1	22.33 ac
Sub-Total	***46.35 ac***		***23.15 ac***
TOTAL	**66.74 ac**		**41.35 ac**

1. Acreage excludes adjacent roadways inside curb.
2. See Table 5-2 for parcel specific land use information.
3. Includes planned open turf play, tot lot, plaza seating/game tables, small seating area, and landscaping/walkways/plazas.
4. Parcel HP-2 park acreage credited towards Campus Oaks. See Table 4-1 for parcel specific land use information.
5. Includes planned futsal/tennis courts (lighted), pickleball/badminton courts (lighted), dog park, ninja warrior course, basketball court (lighted), skate park, amphitheater, restrooms, parking stalls, group picnic grove, Class I path and landscaping/walkways/plazas.

TABLE 3-6: Park Credit Summary

Park Type	Credited Acreage Required	Total Acreage Provided	Credited Acreage Provided	Credit Balance
Neighborhood	7.43 ac	9.82 ac	9.82 ac	+ 2.39 ac
Citywide	7.43 ac	8.38 ac	8.38 ac	+ 0.95 ac
Open Space	7.43 ac	46.35 ac	23.15 ac	+ 15.72 ac

Parks and Open Space System

Key components of the HPCO Master Plan parks and open space system are illustrated on Figure 3-19. Parks and open space lands include:

Neighborhood Parks. The Master Plan integrates two neighborhood parks, Campus Oaks Park (Parcel CO-61) and the Park Couplet (Parcel CO-62). In addition, a portion of the Hewlett-Packard Greenway (Parcels CO-64 and HP-2) is dedicated to neighborhood serving facilities. Totaling 9.82 net acres, the neighborhood parks support the local recreational needs of residents through incorporation of a variety of ball fields, sports courts, informal turf areas, play structures, picnic areas, pavilions and other gathering spaces.

Citywide Park. The HPCO Master Plan incorporates a citywide park, the remainder of the Hewlett-Packard Greenway. Located between the residential uses in Campus Oaks and the employment uses on the Hewlett-Packard Campus, the Greenway provides a unique opportunity to integrate resident and employee interactions and activity. Facilities provided could include a skate park, trail connections, a dog park, and facilities that support performance arts, farmers markets, arts and craft shows and other activities.

Paseos. The HPCO Master Plan includes 2.19 net acres of Paseos (Parcels CO-63 and CO-65). The Paseos are linear open space features that provide physical and visual linkages between uses incorporating landscaping, seating areas, trail connections and other open space elements that enhance the Area's recreation and mobility systems.

Open Space. The HPCO Master Plan incorporates 46.35 net acres of open space including the City owned preserve (Parcel CO-83) as well as new additions adjacent to the preserve (Parcels CO-81 and CO-82). The open space lands encompass a portion of the South Branch of Pleasant Grove Creek, natural and created wetlands, oak woodlands, and annual grasslands. The Master Plan proposes to implement existing open space preserve planned and approved trails as well as develop new trails proposed immediately adjacent to and outside the preserve boundaries (as shown in Figure 3-13). The trails outside the preserve boundaries may include seating and viewing areas that will increase public visibility and appreciation of the Project Area's preserved natural resources.

FIGURE 3-19: Parks and Open Space System

Concept plans for each park and open space site are illustrated in Figures 3-20 through 3-24. Park concept plans are subject to change based on funding or other factors. Final park designs shall be approved by the City.

In addition to public parks and open space, the Project Area contains private recreation facilities accessible to employees on the Hewlett-Packard Campus. Included are baseball fields, a pavilion and related amenities. While these private recreation facilities supplement parks and recreation opportunities within the Project Area, they are currently not granted credit towards meeting the City's park and open space requirements.

Active recreational areas will be designed to reduce potable water demand by providing recycled water for irrigation, limiting turf, incorporating water conserving plants, and using water efficient irrigation systems.

The funding for public park and open space facilities is assigned to residential uses (Campus Oaks). Parks, paseos and trails will be constructed through a combination of developer turn-key and City park fee programs. The open space preserve (Parcel CO-83) is already owned by the City with associated monitoring, reporting and maintenance costs currently funded by Community Facilities District Annexation 4 (CFD4). All other public parks, paseos and open space areas will be dedicated to and maintained by the City. Maintenance will be funded through the Campus Oaks Community Facilities District – Public Services (Services CFD) to the extent permitted as specified in the project Development Agreements.

LEGEND

A. Focal Point in Plaza
B. Plaza Area
C. Shade Shelters and BBQ
D. Adventure Play Features
E. Overlook
F. Youth Soccer/Practice Field
G. Plaza with Seating/Tables
H. ½ Court Basketball
I. Shrub and Groundcover Area
J. Picnic Area & Game Tables
K. Sticks and Stones Creek Play
L. Existing Swale (to Remain)
M. Accent Planting and Seating
N. Park Couplet
O. Class I Bike Path
P. Water Quality Feature
Q. Bermed Turf
R. Retaining Wall
S. Walking Path with Benches
T. Enhanced Vehicular Paving (In Street)
U. Mounded Grassy Play

Campus Oaks Park is envisioned as a family oriented active neighborhood park. The park's geometrics are responsive to the sites rolling topography, with formal landscape/hardscape designs complimenting the Park Couplet to the north and Paseo to the east, and more naturalistic undulating forms as the park unfolds to the south and west towards the Open Space Preserve. A tree lined plaza with a focal point act as the southern terminus of the Park Couplet. A sticks and stones creek play area and adventure park features compliment the opportunities for creative play. The westerly edge of the park incorporates a youth soccer field and/or open turf practice area. Shade shelters and seating areas are integrated into the northern plaza. A smaller shade sail picnic area and game tables are placed at the east end overlooking the entire park. Trial connections are provided to the west and south.

***NOTE:** Park concept plans are subject to change based on funding or other factors. Final park designs shall be approved by the City.*

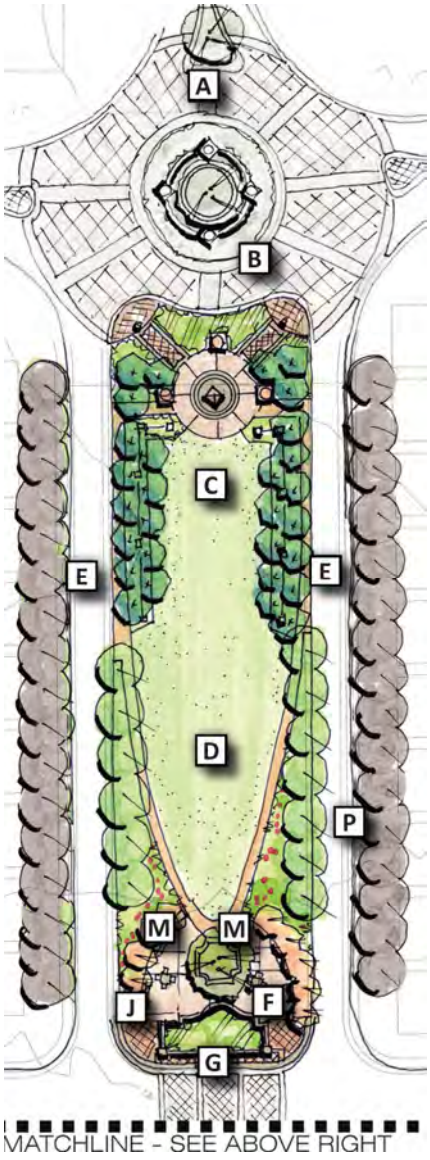
FIGURE 3-20: Campus Oaks Park Concept Plan (Parcel CO-61)

The 100-foot wide Park Couplet is envisioned for primarily passive neighborhood recreational uses with the potential for limited small scale activity areas. Pedestrian circulation is enhanced by a series of gathering spaces with formal connections using a central promenade within the northerly space and a dual walkway system located toward the east and west edges within the southern space. A life-size chess board along with an open turf play area provides the community with active spaces. A plaza with a specimen tree and accent plantings is located in the southern area. Enhanced pavements, decorative fenced planters, seating areas and focal points are integrated to give this space a rich texture.

NOTE: *Park concept plans are subject to change based on funding or other factors. Final park designs shall be approved by the City.*

LEGEND

- A. Enhanced Paving in Roundabout
- B. Roundabout Feature Wall with Specimen Tree
- C. Focal Point with Plaza & Seating
- D. Open Green
- E. Upright Vertical Tree Canopy
- F. Small Plaza with Benches and Tables
- G. Planter Feature with Decorative Metal fence
- H. Shade Arbor
- I. Enhanced Pavement
- J. Accent Planting
- K. Turf Area
- L. Life-size Chess Board Plaza
- M. D.G. Path
- N. Specimen Tree
- O. Campus Oaks Park
- P. Street Tree (residential units)



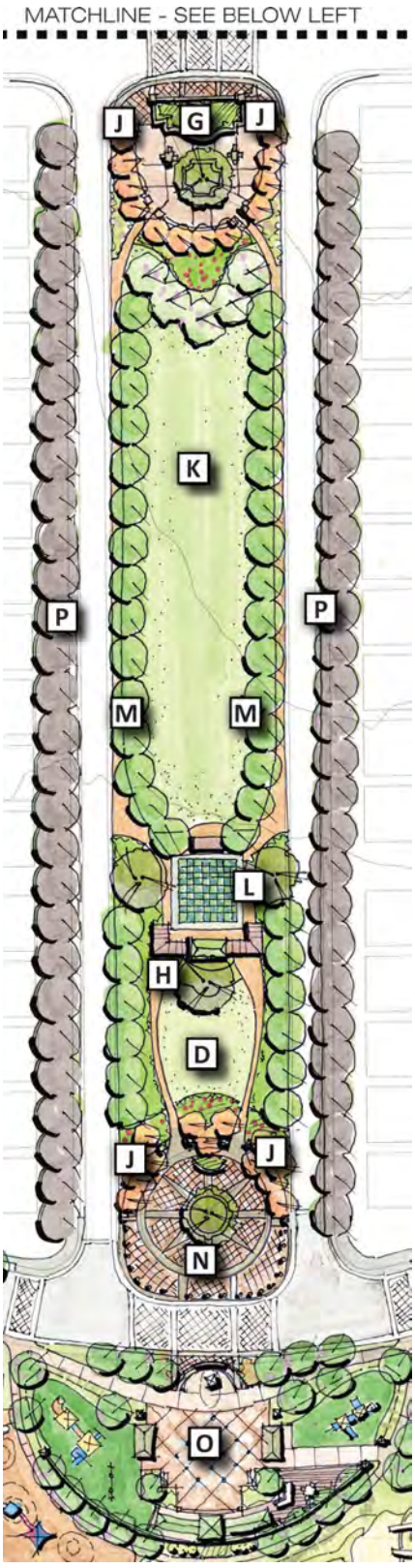


FIGURE 3-21: Park Couplet Concept Plan (Parcel CO-62)

The Hewlett-Packard Greenway is envisioned as a primarily active park providing for a variety of neighborhood and citywide recreational opportunities. Included are a BMX or skate park, Ninja warrior facility, open turf areas, as well as bocce, pickleball/badminton, futsal/tennis and full basketball courts. A Class I multi-use path runs the entire length of the Greenway. The intersection of the path at the east-west paseo includes a plaza area with a fruitless olive grove, picnicking, and tot lot aligned with the main entry of Hewlett-Packard. This space can accommodate performance arts, farmers markets, arts and craft shows, and other events. The Park geometrics allow for the integration of the sites rolling terrain, with flat areas and vertical evergreen trees creating visual linkages between Hewlett-Packard and Campus Oaks. A small amphitheater and dog park are included. Focal points are created at the eastern roundabout and the termination of each adjacent east west vehicular access. Parking is provided along the western edge of the site.

***NOTE:** Park concept plans are subject to change based on funding or other factors. Final park designs shall be approved by the City.*

LEGEND

- A. Entry Structure and Sign Wall
- B. Mounded Turf with Specimen Trees
- C. Open Turf (flat)
- D. Amphitheater
- E. Lighted Pickleball/Badminton Courts
- F. Lighted Futsal/Tennis Court
- G. Ninja Warrior Course
- H. Tot Lot
- I. Plaza with Game Tables
- J. Restroom
- K. Bocce Courts
- L. Grove and Group Picnic Area
- M. Lighted Full Basketball Court
- N. Picnic Structure and BBQs
- O. Drought Tolerant Plantings
- P. Skate or BMX Park
- Q. Parking
- R. Dog Park Separated by Size
- S. Enhanced Paving at HP Entry
- T. Class I Bike Path

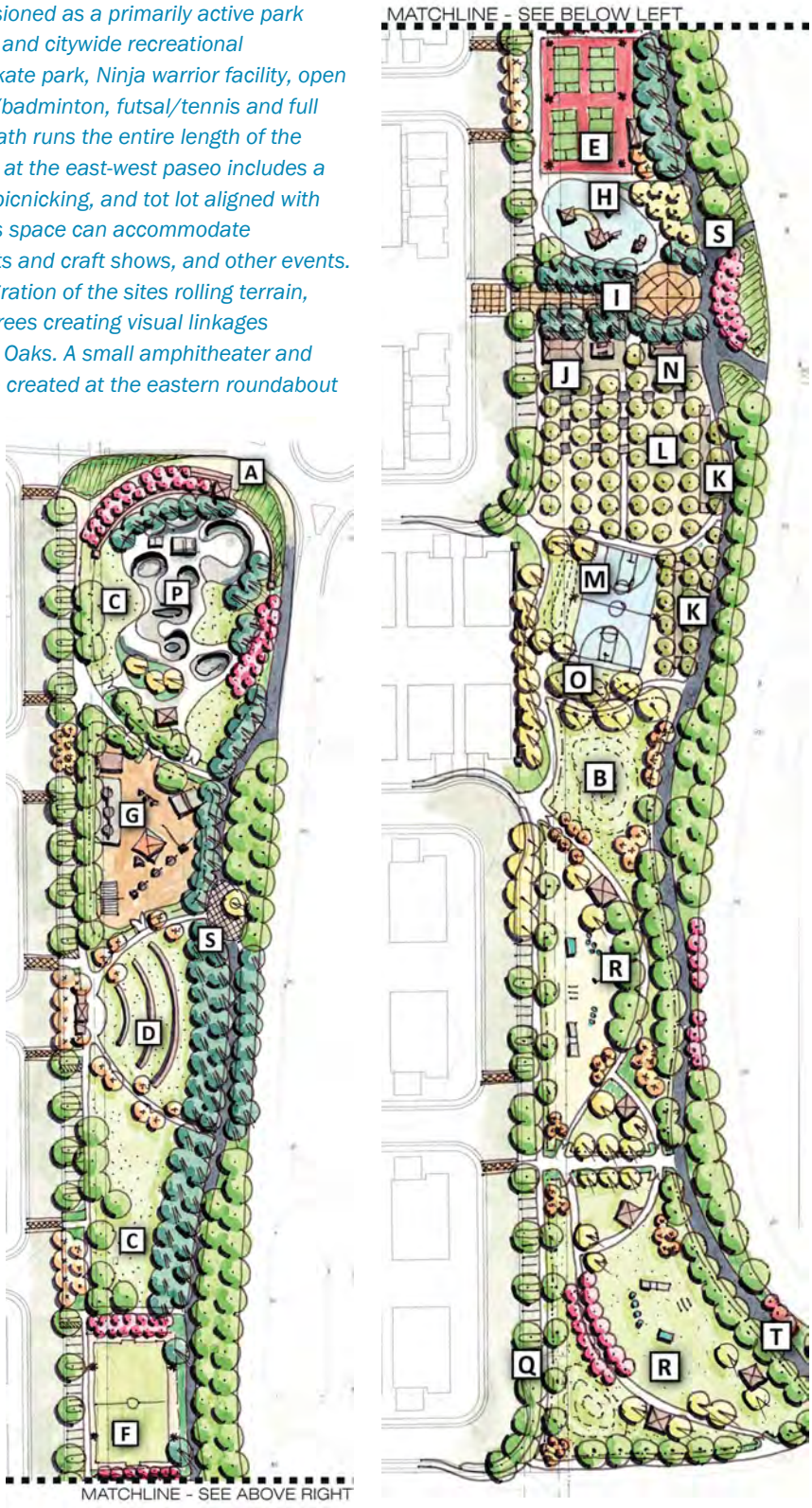
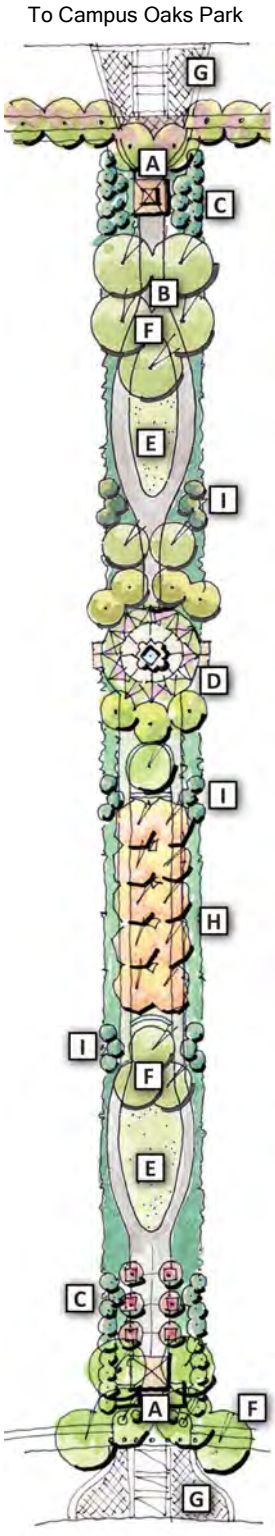


FIGURE 3-22: Hewlett-Packard Greenway Concept Plan (Parcels CO-64 & HP-2)



Two Paseos are included within Campus Oaks, one providing a connection adjacent to the Open Space Preserve and up to Crimson Ridge Drive, and the other creating a link between Campus Oaks Park and the Hewlett-Packard Greenway. Both Paseos include Class I multi-use paths and select passive use elements. The Paseo adjacent to the Open Space Preserve will have an informal character, integrating natural grades and incorporating native plant materials transitioning to the open space. The Paseo linking Campus Oaks Park and the Hewlett-Packard Greenway will incorporate more formal landscaping incorporating elements such as arbors and seating areas. Tree alleys will be used to enhance visual linkages between the parks, as well as to frame the physical and visual connection between Hewlett-Packard and Campus Oaks. It is intended that the paseos will be visible and accessible from adjacent development, with a minimum of 50 percent of the edge of each paseo open via single-loaded streets, open cul-de-sac heads/street terminations, or other features.

***NOTE:** Park concept plans are subject to change based on funding or other factors. Final park designs shall be approved by the City.*

LEGEND

A. Arbor Structure Seating
B. Small Seating Area
C. Evergreen Tree Alley
D. Seating Area
E. Open Green Space
F. Specimen Tree
G. Enhanced Paving (In Street)
H. Deciduous Tree Alley
I. Vertical Evergreen Accent Trees

FIGURE 3-23: Paseo Concept Plan (Parcel CO-63)

The Open Space Preserve is envisioned as a passive amenity complementing the active parks within the Project Area. Nestled along the South Branch of Pleasant Grove Creek, the Preserve incorporates Oak Woodlands as well as natural and created wetland habitats. Opportunities exist to enhance community appreciation of the natural terrain, plants and animals. The City's existing Pleasant Grove Creek Trail (Northern Section) currently is improved off of Cedar Springs Court and feeds northwesterly to Woodcreek Oaks Boulevard. The intent is to provide access from the southern end of this existing trail and the City's planned off-site trail to the south adjacent to Woodcreek Oaks Golf Course to Campus Oaks Park at its southern boundary, and then continue eastward into the Hewlett-Packard Greenway. A new trail connection to Woodcreek Oaks Boulevard is also planned from the western end of Campus Oaks Park northwest through the planned paseo (Parcel CO-65). All activities are required to be in compliance with the Hewlett-Packard Preserve O&M Plan, deed restrictions, and the City's Open Space Preserve Overarching Management Plan. Parcel CO-82 may accommodate reburial of Native American cultural artifacts that have been repatriated to the United Auburn Indian Community.

NOTE: *Park concept plans are subject to change based on funding or other factors. Final park designs shall be approved by the City.*

FIGURE 3-24: Open Space Preserve Concept Plan (Parcels CO-81, CO-82 & CO-83)

3.4.2 LIBRARIES

The City of Roseville operates a public library system consisting of three individual facilities, providing print and online services to all City residents. The closest library to the Project Area is the Martha Riley Community Library at Mahany Park, a joint use facility that includes a community TV studio and Utility Exploration Center. The Project Area will offset its contribution to library services through payment of the City's Public Facilities Fee.

3.4.3 SCHOOLS

The Project Area is within the boundaries of the Roseville City School District (grades K-8) and Roseville Joint Union High School District (grades 9-12). The number of students generated within the Project Area does not create sufficient demand for new school facilities (see Table 3-7). Students will be served at existing schools including Oakmont High School, Robert C. Cooley Middle School, and Blue Oaks Elementary School. The High School District will study potential enrollment boundary changes upon future construction of the new high school within West Roseville. Campus Oaks will enter into mutual benefit impact fee agreements to fully mitigate school impacts in accordance with its Development Agreement and Funding Agreements with the school districts.

TABLE 3-7: Student Generation

	Single Family[1]	Multi-Family Detached[2]	Multi-Family Attached[3]	Students Generated	School Capacity	Schools Required
ROSEVILLE CITY SCHOOL DISTRICT						
Grades K-5	0.3329	0.2200	0.1118	186	600	0.31
Grades 6-8	0.1164	0.0776	0.0352	63	1,000	0.06
ROSEVILLE JOINT UNION SCHOOL DISTRICT						
Grades 9-12	0.161	0.036	0.036	63	1,800	0.05

1. Single Family = units at less than 8 dwelling units per net acre. 230 Single Family units.
2. Multi-Family detached = detached units at or above 8 dwelling units per net acre. 261 Multi-Family detached units.
3. Multi-Family attached = attached units at or above 8 dwelling units per net acre. 457 Multi-Family attached units.

3.5 Public Safety

3.5.1 FIRE & EMERGENCY SERVICES

The Roseville Fire Department (RFD) provides fire protection, suppression, emergency medical services, fire life and safety, along with hazardous materials management to the Project Area. At the time of HPCO Master Plan approval, the Project Area was within the service district of Station #2, located at 1398 Junction Boulevard. Fire Station 5, at 1565 Pleasant Grove Boulevard, was the closest fire station to the project site. However, the locations of these two existing fire stations would not meet the national standard of response time for emergency responders upon total build out, which is why a new fire station is proposed.

A 2.15 acre fire station site (Station No. 8) is designated within Campus Oaks at the southeast corner of Woodcreek Oaks Boulevard and Painted Desert Drive (Parcel CO-75). This site has been located In accordance with the RFD's risk assessment model to meet the City's response times, and has been configured to allow for efficient access, accommodate the City's planned facilities needs and allow flexibility for future growth. A concept plan of the fire station site is included as Figure 3-25. Once constructed, the Campus Oaks station will provide first response to the Project Area. Stations located in adjacent portions of the City will provide interim and secondary response.

Development within the Project Area will comply with applicable City fire protection standards and regulations.

3.5.2 POLICE PROTECTION

The Roseville Police Department provides primary law enforcement, crime prevention, traffic enforcement and animal control services to the Project Area. The Police Department provides all operations and patrols out of its central station located at 1051 Junction Boulevard. In addition, private security services are provided within the Hewlett-Packard Campus. Development will comply with applicable City safety and security standards.

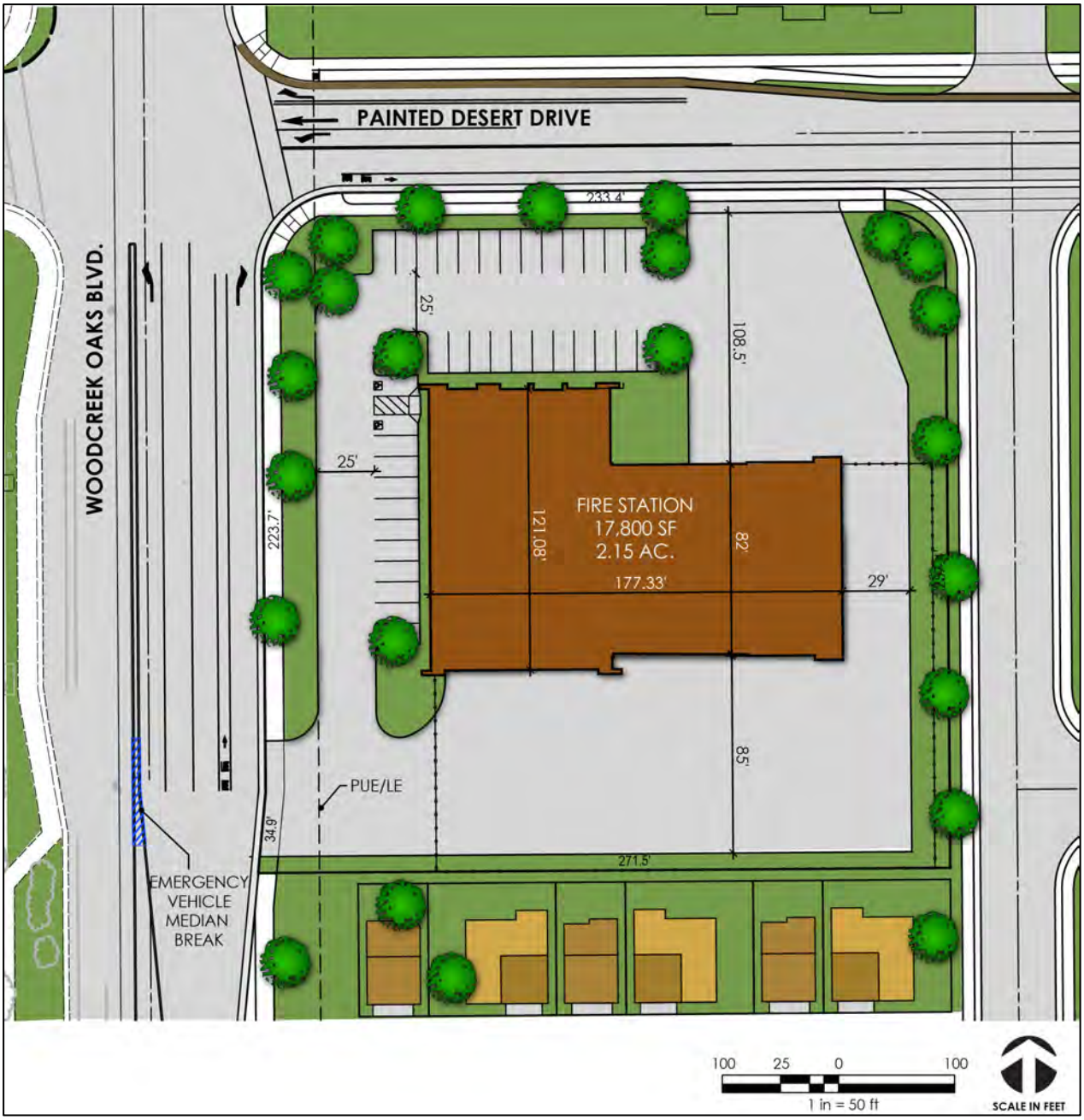


FIGURE 3-25: Fire Station Concept Plan (Parcel CO-75)

Hewlett-Packard Campus Development Plan

CITY OF ROSEVILLE

A BLUEPRINT COMMUNITY

04 Hewlett-Packard Campus Development Plan

The following establishes land use, zoning, infrastructure, intensity threshold, development guidelines and development review provisions for the Hewlett-Packard Campus. Covering the eastern 141.2 acres of the Project Area, the Hewlett-Packard Campus is planned for continued light industrial, private recreation and related development. A portion of the Campus is also designated for development as a City park. All development projects within the Hewlett-Packard Campus will be reviewed by the City to ensure compliance with applicable Master Plan, General Plan, Zoning Ordinance and Development Agreement requirements.

4.1 Land Use and Zoning

The Hewlett-Packard Campus is partially developed with existing light industrial and office uses, along with parking lots, internal roadways, private recreation facilities, and a Roseville Electric substation. Capacity exists for additional development on vacant properties within the Campus, as well as potential intensification of existing buildings/uses. At buildout, total development on the Hewlett-Packard Campus is estimated to support approximately 1,200,000 square feet of Light Industrial use, as well as 8.7 acres of City park.

Land uses for the Hewlett-Packard Campus are summarized in Table 4-1 and reflected on Figure 4-1. The overall square footage allocation reflected on Table 4-1 is vested with the Hewlett-Packard property, as further regulated by the intensity threshold allocations described in Section 4.3 and the Hewlett-Packard Development Agreement.

TABLE 4-1: Hewlett-Packard Campus Land Use and Square Footage Allocations

Parcel	Land Use	Gross Acres	Building Square Feet (sf)				
			Existing	Future	Total Allocation	FAR Range	Avg. FAR
HP-1	Light Industrial (LI)	114.00 ac	593,820[1] sf	564,000 sf	1,157,820 sf	20-50%	23%
HP-2	Park & Recreation (P/R)	8.70 ac[2]					
HP-3	Light Industrial (LI)	13.23 ac		42,180 sf	42,180 sf	20-50%	7%
HP-4	Light Industrial (LI)	2.01 ac					
RE-1	Public (P/QP)	0.50 ac					
	Backbone Roads	2.76 ac					
TOTAL		**141.20 ac**	*593,820* **sf**	*606,180* **sf**	*1,200,000 sf*		***21%***

1. Existing development consists of Buildings R3 (126,220 sf), R4 (131,190 sf), R5 (158,760 sf) and R6 (177,650 sf).
2. Parcel HP-2 park acreage credited towards Campus Oaks. See Table 3-5.

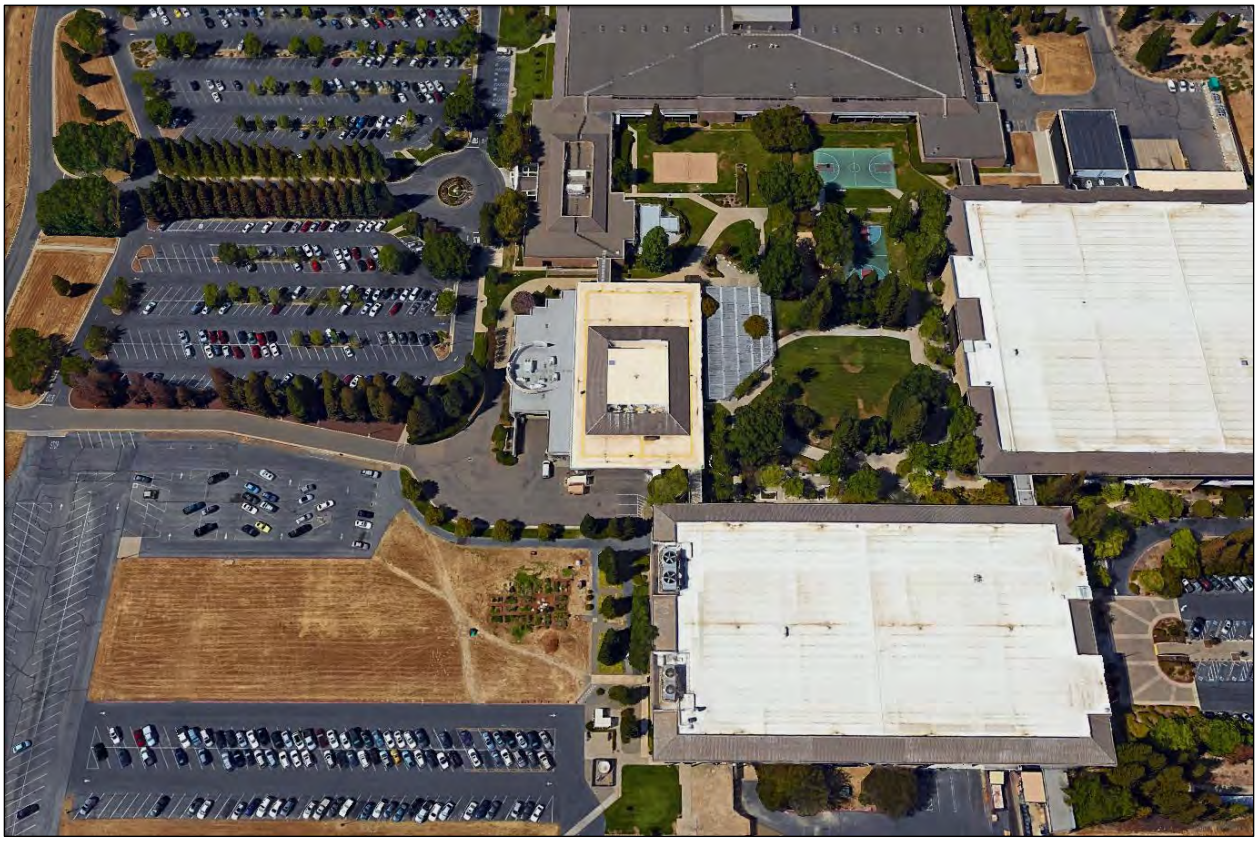
FIGURE 4-1: Hewlett-Packard Campus Land Use Diagram

4.1.1 SPECIFIC DESIGNATIONS & DISTRICTS

With the exception of the Roseville Electric Substation, all properties within the Hewlett-Packard Campus are designated with either the Light Industrial/Special Area Overlay (M-1/SA) or Parks & Recreation (PR) zoning district. Permitted uses within the PR District are consistent with the City's Zoning Ordinance general district regulations.

Permitted uses within the M1/SA District are modified from the Zoning Ordinance by the provisions of the Special Area Overlay District. This overlay allows for modification of the underlying general district regulations (including both permitted use types and development standards) to meet the unique needs of the site. This Master Plan contains all modifications to the general district regulations and is incorporated into the ordinance establishing the M1/SA District for the Hewlett-Packard Campus.

Use types listed in the Master Plan M1/SA and PR districts are defined in Section 19.08 of the Roseville Zoning Ordinance.



Hewlett Packard Campus

LIGHT INDUSTRIAL

Land Use Designation

Light Industrial (LI)

Zoning District

Light Industrial-Special Area Overlay (M1/SA)

Purpose

The M1/SA district is applied to the majority of the Hewlett-Packard Campus. This district identifies areas appropriate for industrial and related uses such as manufacturing, processing, assembly, high technology, research and development, office, and storage uses. These uses are intended to be compatible operating in relatively close proximity to adjacent commercial and residential uses.

Permitted Uses

Table 4-2 identifies the permitted M1/SA use types and required approvals. Use types identified as principally permitted are subject only to the streamlined review and approval requirements contained in Section 4.5 of this Master Plan. Use types identified as administratively or conditionally permitted also require approval of an Administrative or Conditional Use Permit as specified in Article V of the Zoning Ordinance. Use types not listed as principally, administratively or conditionally permitted are prohibited.

The M1/SA district modifies permitted use types to limit those that have the potential to conflict with internal or adjacent uses, and/or are considered inconsistent with the desired campus character of the project. In general, all permitted industrial and transportation and communication use types have been retained. The use types permitted within the M1/SA District do not include outdoor manufacturing, but may include limited outdoor storage and the emission of a limited amount of noise, vibration, odor, dust, smoke, light, or other pollutants. Truck and other vehicle storage related to the primary industrial activity is permitted in designated storage areas. Uses prohibited include some civic, all residential and several commercial use types.

Development Standards and Design Guidelines

As specified in Section 4.4 of this Master Plan. If a development standard is not specifically addressed in Section 4.4, it shall be governed by the applicable standards in Chapter 19.14 of the Roseville Zoning Ordinance or as established through Site Review approval pursuant to the Development Approval Process, Section 4.5.

TABLE 4-2: Light Industrial/Special Area Overlay (M1/SA) Permitted Uses

Use Type	M1/SA
Agricultural and Open Space Use Types	
Agricultural	P
Resource Protection & Restoration	P
Resource Related Recreation	P
Civic Use Types	
Community Assembly	CUP
Community Services	P
Essential Services	P
Public Parking Services	P
Commercial Use Types	
Automotive & Equipment	
Automotive Rentals	P
Commercial Parking	P
Broadcasting & Recording Studios	P
Business Support Services	P
Commercial Recreation	
Indoor Sports & Recreation	P
Outdoor Entertainment	P
Outdoor Sports & Recreation	P
Offices, Professional	P
Personal Services	A
Specialized Education & Training	
Vocational Schools	P
Specialty Schools	P
Storage, Personal Storage Facility	A

Use Type	M1/SA
Industrial Use Types	
Day Care Center (employees only)	A
Equipment & Material Storage Yards	CUP
General Industrial	CUP
Hazardous Materials Handling	CUP
Light Manufacturing	P
Recycling, Scrap, Dismantling (Enclosed)	P
Research Services	P
Specialized Industrial	CUP
Wholesale and Distribution	
Light	P
Heavy	A
Transportation & Communication Use Types	
Antennas & Communication Facilities I & II	P
Heliport	CUP
Intermodal Facilities	P
M1/SA	Light Industrial/Special Area Overlay
P	Principally Permitted
A	Administratively Permitted
CUP	Conditionally Permitted

PARK & RECREATION

Land Use Designation

Park & Recreation (P/R)

Zoning District

Park & Recreation (PR)

Purpose

The Park and Recreation (P/R) district is applied to Parcel HP-2 which, in combination with adjacent Parcel CO-64, is planned as the Hewlett-Packard Greenway park. While within the Hewlett-Packard Campus, the development of Parcel HP-2 will be led by Campus Oaks in coordination with the City and Hewlett-Packard. Located between the employment uses on the Hewlett-Packard Campus and residential uses in Campus Oaks, the Hewlett-Packard Greenway provides a unique opportunity to integrate resident and employee interactions and activity. Facilities that may be provided include a skate park, dog park, trail connections, and facilities that support performance arts, farmers markets, arts and craft shows and other activities. Parcel HP-2 will be dedicated to and maintained by the City. Maintenance will be funded through a Community Facilities District – Public Services (Services CFD) to the extent permitted. Park credit will be applied to Campus Oaks (see Table 3-5).

Permitted Uses

As specified in Chapter 19.16 of the Roseville Zoning Ordinance.

Development Standards and Design Guidelines

As specified in Chapter 19.16 of the Roseville Zoning Ordinance and Section 3.4.1. of this Master Plan.

4.2 Infrastructure Components

Backbone mobility and utility systems are described in Sections 3.2 and 3.3 of this Master Plan. Included are provisions for roadways, the pedestrian and bicycle network, transit, potable water, recycled water, wastewater, drainage and flood control, electric, natural gas, voice/data communication and solid waste disposal. All proposed development projects within the Hewlett-Packard Campus will be reviewed to ensure compliance with the infrastructure and sequencing provisions described in this Master Plan, then current City improvement standards, and the project Development Agreement(s).

As development of the Hewlett-Packard Campus has occurred, much of the infrastructure required to support Campus development has already been constructed. Each component of the infrastructure system is designed/ constructed to accommodate development anticipated at buildout of the Project Area. For the Hewlett-Packard Campus, anticipated development is based on the square footage allocation defined in Sections 4.1 and 4.3.

Parcel specific improvements will continue to be constructed over time to coincide with the construction of the individual buildings within the Hewlett-Packard Campus. When an individual development project is submitted for City review, each infrastructure component will be evaluated for adequacy to serve the proposed project and for compatibility with the overall system, as outlined in the Hewlett-Packard Development Agreement.

Since the infrastructure components may be constructed incrementally, individual permits may be conditioned to require improvements needed to build an additional connection to directly serve an individual building.

4.3 Intensity Thresholds

The following identifies buildout traffic and utility demand thresholds and monitoring provisions for new development within the Hewlett-Packard Campus. These thresholds apply to Hewlett-Packard's parcels with designated Light Industrial land use, and exclude park parcel HP-2. The thresholds affect infrastructure and environmental analysis needs, as well as the ultimate limits of development. All proposed development projects within the Hewlett-Packard Campus will be reviewed to ensure compliance with the identified thresholds.

4.3.1 BUILDOUT INTENSITY THRESHOLDS

Buildout square footage estimates have been generated for new development within the Hewlett-Packard Campus (See Table 4-1). The projected square footage or acreage, as appropriate, has been multiplied by generation/demand factors for each of the key service/infrastructure components to identify buildout needs. For the purposes of this Master Plan, these key components include traffic, water, wastewater and electricity. The generation/demand factors utilized are a combination of standard demand rates and actual rates based on existing site development at the time of initial Master Plan approval (1996), as well as the thresholds identified in the project Development Agreement(s).

While the square footage estimates provide a general base for monitoring purposes, it is the traffic and utility demand factors that dictate the buildout development thresholds and infrastructure/service requirements for the project. Inconsistency with the thresholds could modify infrastructure and resource needs, as well as trigger the requirement for additional environmental analysis.

Table 4-3 provides the projected generation/demand factors and buildout intensity thresholds for development within the Hewlett-Packard Campus. These intensities are vested and run with the property. Any unused square footage and intensity assigned to the Hewlett-Packard Campus shall revert to the City upon termination of the project Development Agreement. The City, at its discretion, may allocate any unused intensity elsewhere within the larger Master Plan Area.

TABLE 4-3: Estimated Buildout Intensity Threshold Allocations

	Light Ind. Gross Acres	Light Ind. Gross Square Feet	Traffic		Water		Wastewater		Electric	
			Trip Rate (Total PM Peak Hour trips per 1,000 sf)	PM Peak Hour Trips	Demand Factor (gallons/ day/acre)	Max Daily Demand	Demand Factor (gallons/ day/acre	Peak Daily Flow	Demand Factor (MW/ acre)	Peak Annual Demand
Hewlett-Packard	129.24 ac	1,200,000 sf	1.14[1]	1,368 trips	2,598[2]	0.67 mgd	1,700[3]	0.63 mgd	0.079[4]	8.08 MW

1. Standard Light Industrial trip rates have been adjusted upwards based on actual traffic counts of existing Hewlett-Packard development (10/95).
1. Standard Light Industrial water demand factors and a max day factor of 2.0.
2. Standard Light Industrial wastewater generation factors with a factor of safety of 2.0 and Peaking Factor of 2.85.
4. Standard Light Industrial electricity demand factor has been adjusted upwards to reflect existing and anticipated demand.

4.3.2 THRESHOLD MONITORING

As individual development projects are submitted, project square footage or acreage will be multiplied by the average generation/demand factors and monitored to ensure that it falls within the cumulative thresholds for new development within the Hewlett-Packard Campus as identified on Table 4-3.

It is recognized that the generation/demand factors are averages. Development projects may be above or below the average factor depending on the composition and operations of the uses proposed. It is also recognized that, over time, the mix of uses may vary and shift. The average factors take into account a general mix of uses and, in most cases, should provide an adequate overall long-term measure of project generation/demand rates and impacts.

Should a development project be proposed that has an unusually high generation/demand rate, additional analysis may be required. This analysis will include consideration of cumulative demand within the Hewlett-Packard Campus. If monitoring indicates that actual cumulative factors are above or below the estimated averages included on Table 4-3, these average factors may be adjusted subject to City approval.

Development projects that place a higher than anticipated demand on service capacity could result in attaining a particular service threshold prior to reaching the total anticipated buildout square footage. This could impact improvement needs or limit the projected square footage of development. Conversely, uses that place a lower demand than anticipated on service capacity could result in excess capacity or the ability to develop square footage over and above estimated buildout levels.

While it is not possible to predict the specific operational characteristics of each circumstance, the following general parameters can be used as a guide to help identify when additional analysis may be required. Actual determinations and specific analysis requirements will be made by the City on a case by case basis as development projects are submitted.

Traffic

Additional short term site specific traffic analysis may be required for all new development of the project site. Long term analysis may be required when a development project's total PM peak hour traffic generation exceeds the total allocated threshold (Table 4-3) trip generation based on the average PM trip rate for the combined site by 50 trips or more. When determining whether a short or long term traffic study is required, the City shall consider the following criteria:

- Roadway volumes on streets adjacent to the Project Area;
- Impacts to local or other signalized intersections;
- Existing and projected levels of service at site access points;
- Existing and projected queue lengths at driveways, right turn lanes and left turn pockets; and
- Impacts to safe and efficient traffic operations.

When a traffic study is required, the analysis shall include, but not be limited to, the following:

- Ingress and egress queue lengths at existing and proposed security gates (if applicable);
- Level of service determinations at select intersections;
- Levels of service at existing and proposed access points;
- Roadway volumes on streets adjacent to the site and other local roadways that may be affected;
- Estimated trip generation rates;
- A comparison to the traffic analysis in the Master Plan EIR, subsequent Master Plan Addendum, and City's Capital Improvement Program; and,
- Impacts on required improvements including the timing of planned improvements.

The traffic study shall identify mitigation measures that can be implemented by the landowner to achieve General Plan levels of service and efficient circulation on roadways in the vicinity of the Project Area.

Water/Wastewater

Additional analysis and/or information regarding the water and wastewater service requirements of a proposed project may be required when any of the following occur:

- A proposed development project's maximum daily water or wastewater demand exceeds the demand factor;
- A significant industrial user/discharger applies for connection to either the water or wastewater system; or,

- An industrial user proposes to locate within the Hewlett-Packard Campus with water demands of 2,598 gallons per acre per day or more (average) and/or wastewater generation rates of 2,000 gallons per acre per day or more (average).

Additional water and wastewater analysis will include the following information:

Water

- Average day demand, maximum day demand, and peak hour demand;
- Hydraulic analysis of the proposed demands and their impacts to the City water distribution system; and,
- Required improvements necessary to accommodate new demands and proposed timelines for implementation.

Wastewater

- Average day demand, maximum day demand, and peak hour demand;
- Impacts of additional wastewater on collection and treatment facilities;
- Compliance with the Regional Wastewater Master Plan;
- Required improvements necessary to accommodate additional demands and timelines for implementation; and,
- Anticipated level of chemical or biological demand, and impacts to the biological processes at the wastewater treatment plant.

Electric

Additional analysis and/or information regarding the electric service requirements of a proposed project may be required when any of the following occurs:

- A proposed development project's total annual electric demand exceeds the peak demand of the prior year by 5% or more; or,
- Unique or unusual reliability requirements are identified in the project proposal.

Additional analysis and/or information required to be submitted may include:

- Peak demand and total energy consumption;
- Timely notice and details of any special equipment or infrastructure needs;
- Reliability requirements; and,
- Cost of outage information.

4.4 Development Guidelines

The following development guidelines will be applied to new development within the Hewlett-Packard Campus. A discussion of existing design guidelines is followed by a discussion of additional guidelines, standards, or conditions specific to the Hewlett-Packard Campus. All proposed development projects within the Campus will be reviewed to ensure compliance with the objectives of the applicable design guidelines and development standards.

4.4.1 RELATIONSHIP TO EXISTING GUIDELINES

Two existing documents contain design guidance applicable to development within the Hewlett-Packard Campus. They are:

- North Roseville Area Design Guidelines – Adopted June 22, 1992
- Community Design Guidelines – Amended March 18, 2008

These documents establish design goals and provide an indication of the type of treatment that is desired. The documents address site and building design issues such as:

- Street landscape requirements
- Entry and focal points
- Buffering of adjacent residential uses
- Required setbacks
- Site grading
- Fencing and screening
- Treatment of storage, loading, and refuse collection areas
- On-site circulation, parking, and access
- On-site landscaping and irrigation
- Architectural guidelines
- Signage guidelines
- Lighting guidelines

4.4.2 ADDITIONAL STANDARDS & GUIDELINES

Roadways

Cross sections and required landscaped setbacks along public roadways are specified in Section 3.2 of this Master Plan. All private roads shall be designed and constructed to City standards.

Bikeways and Pathways

Bikeways are an integral component of the existing Campus and will be extended to each new building as they develop. Bikeways will avoid truck traffic routes and other high traffic areas where feasible. Bikeways will be planned as a primary element of site circulation to provide direct access to

the primary entry of each building and employee recreation area. Security gates may be used to control access to the light industrial areas. The design of the bikeway and pedestrian security gates is an internal design consideration to be addressed by the Campus users. Where bikeways are located away from streets, but in the public right of way, they will meet the standards of a Class I bikeway as defined in the City Bikeway Master Plan.

Landscaping

The landscaping of Foothills Boulevard is addressed in the North Roseville Area Design Guidelines. Landscaping along HP Way will be coordinated with landscaping in Campus Oaks to promote consistent treatment along these roadways.

In addition to landscaping along roads, it is intended that the Hewlett-Packard Campus be distinguished by an internal landscaping theme. The theme includes broad canopy trees in parking areas and in the open spaces between buildings to provide shade and a distinctive character to the Campus. In addition the distinctive double rows of tall upright trees in the existing Campus may be extended to establish a strong linear form traversing the Campus to serve as a visual landmark and orientation feature.

Developed Edge Adjacent to Residential

The majority of the existing and planned light industrial uses within the Hewlett-Packard Campus are separated from planned residential uses within Campus Oaks by the Hewlett-Packard Greenway Park (Parcels CO-64 and HP-2). A small portion of the Campus (Parcel HP-3) is immediately adjacent to planned residential uses. While this portion of the Campus is currently developed with private recreational uses, the potential exists that it could be redeveloped with light industrial uses in the future.

To ensure adequate buffering should light industrial development be approved, the land use diagram (Figure 4-1) reflects a 50 foot landscape buffer on Parcel HP-3, adjacent to residential uses within Campus Oaks. This buffer may include a solid masonry wall, dense evergreen landscaping, berming and other screening/buffering elements consistent with Sections 2.3 and 4.6.5.1 of the North Roseville Area Design Guidelines. The precise treatment of the buffer and location/orientation of development would be defined as part of the design review process for the potential future light industrial use.

Developed Edge Adjacent to Open Space

The open space areas contiguous to formal landscaped or paved areas present a special condition. The transition between formal areas and open space should be visually pleasing. The formal landscaping, utilizing native materials, should provide a gentle transition by using low ground covers rather than tall, dense shrubs. A tree line is permissible, but should have an open canopy and spacing between trees that permits a view toward the open space. Dense conifers and similar massing of trees should be avoided except to frame or block a particular view. A post and cable fence will demarcate the edge of the open space area and discourage vehicle entry to the open space.

Surface run-off drainage from the landscaped areas can be detrimental to the natural conditions in the open space. Surface water will be controlled through the design of the planting, irrigation and drainage systems in the landscape areas adjacent to open space. Native, drought tolerant plants are required to limit the amount of irrigation required and to provide a transition between the natural open space areas and the more formal landscaping near buildings. Any outfalls that direct stormwater to the preserve shall comply with the Hewlett-Packard Preserve O&M Plan, deed restrictions, and the City of Roseville Open Space Preserve Overarching Management Plan as required by the Clean Water Act Section 404 permit, and the then applicable MS4 permit.

Conceptual Grading

Earthwork operations within the Hewlett-Packard Campus are expected to follow existing terrain. Generally, no more than an average two or three feet of cut or fill will occur within the Campus boundaries. Gentle slopes of one to two percent will be created to allow for adequate drainage improvements and still allow for minor grading at level building pad sites.

Private road grades within the existing Campus are constructed with less than a three percent centerline gradient. All proposed drives are planned to continue this standard. Minor changes in the standard may occur to accommodate local drainage conditions.

4.5 Streamlined Development Review Process

Measures have been incorporated into the HPCO Master Plan to allow for a streamlined City administrative review and approval process for development projects within the Light Industrial-Special Area (M1/SA) zone district. Separate permits may be required by other agencies such as the US Army Corps of Engineers, California Dept. of Fish and Wildlife, and the Air Pollution Control District (See Section 6 of this Master Plan for additional details).

4.5.1 ADMINISTRATIVE DESIGN REVIEW PERMIT

The Administrative Design Review Permit process will be used to review and approve development of permitted uses within the M1/SA District. Evaluation and approval of the administrative Design Review Permit will be performed in accordance with the procedures outlined in Article V of the City Zoning Ordinance and as described here.

The decision to issue an administrative Design Review Permit will be based on a determination of a development proposal's consistency with this Master Plan. This determination shall be made by the approving authority (Development Services Director), and will be based on the following factors:

- Land Use and Zoning
- Master Plan Components
- Intensity Thresholds and Infrastructure Sequencing
- Design Guidelines and Development Standards
- EIR/Addendum Mitigation Measures
- Development Agreement Provisions

4.5.2 DIRECTOR REFERRAL

If the Development Services Director determines that the proposal is inconsistent with or gives rise to issues that were not addressed by this Master Plan, the proposed project may be referred to the Planning Commission as the appropriate approving authority.

Campus Oaks Development Plan

CITY OF ROSEVILLE

A BLUEPRINT COMMUNITY

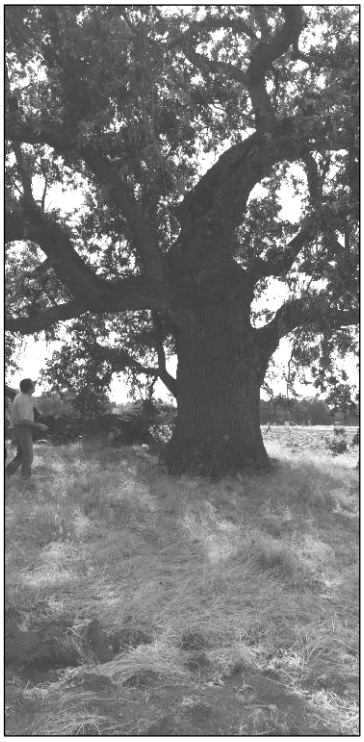
05 Campus Oaks Development Plan

The following establishes land use, zoning, design guidelines, affordable housing and density transfer provisions for Campus Oaks. Covering the western 234.53 acres of the Project Area, Campus Oaks is currently undeveloped and planned for a mix of tech/business park (LI), office, commercial, residential, park and recreation, open space and public uses. All development projects within Campus Oaks will be reviewed by the City to ensure compliance with applicable Master Plan, General Plan, Zoning Ordinance and Development Agreement requirements.

5.1 Land Use and Zoning

Campus Oaks is organized as an integrated mixed use community accommodating:

- A range of new business and employment opportunities
- A diversity of comfortable, well connected and walkable neighborhoods
- A vibrant Town Center where residents, employees and passers-by can shop, eat, and meet their everyday needs
- A network of parks and open spaces that enhance community interaction, recreation, and sense of place



The inclusion of Campus Oaks within the larger Master Plan Area supports the desires of Hewlett-Packard to locate, build and operate its business within a community that provides for convenient relationships between employees and nearby housing opportunities, commercial services, and open-space and recreational amenities.

Campus Oaks land uses are summarized in Table 5-1 and illustrated on Figure 5-1. A breakdown of land use and zoning by parcel is identified in Table 5-2.

TABLE 5-1: Campus Oaks Land Use Summary

Land Use	Gross Acres	Dwelling Units (du)		Square Feet (sf)	
		Allocated Units	Density (du/ac)	Allocated Square Feet	FAR
EMPLOYMENT AND COMMERCIAL USES					
Tech/Business Park (T/BP-LI)	~~32.85 ac~~ 15.20 ac			~~300,000 sf~~ 150,000 sf	21%
Business Professional (BP)	10.54 ac			60,000 sf	13%
Community Commercial (CC)	19.29 ac			170,000 sf	20%
Sub-Total	~~*62.68 ac*~~ 45.03 ac			~~*530,000 sf*~~ 380,000 sf	***19%***
RESIDENTIAL USES					
Low Density Residential (LDR)	44.26 ac	230 du	5.2 du/ac		
Medium Density Residential (MDR)	33.01 ac	261 du	7.9 du/ac		
High Density Residential (HDR)	~~22.06 ac~~	~~457 du~~	~~20.7 du/ac~~		
Sub-Total	~~*99.33 ac*~~ 39.71 ac	~~*948 du*~~ 742 du	~~*9.5 du/ac*~~ 18.7 du/ac		
PARK, OPEN SPACE & PUBLIC USES	116.98 ac	1,233 du	10.5 du/ac		
Parks (P/R)	10.74 ac				
Paseo (P/R)	2.25 ac				
Open Space (OS)[1]	46.35 ac				
Public (P/QP)	2.47 ac				
Sub-Total	***61.81 ac***				
Backbone Roads	10.71 ac				
TOTAL	***234.53 ac***	1,233 du ~~*948 du*~~	10.5 du/ac ~~*9.5 du/ac*~~	380,000 sf ~~*530,000 sf*~~	***19%***

1. Includes City Open Space Preserve.

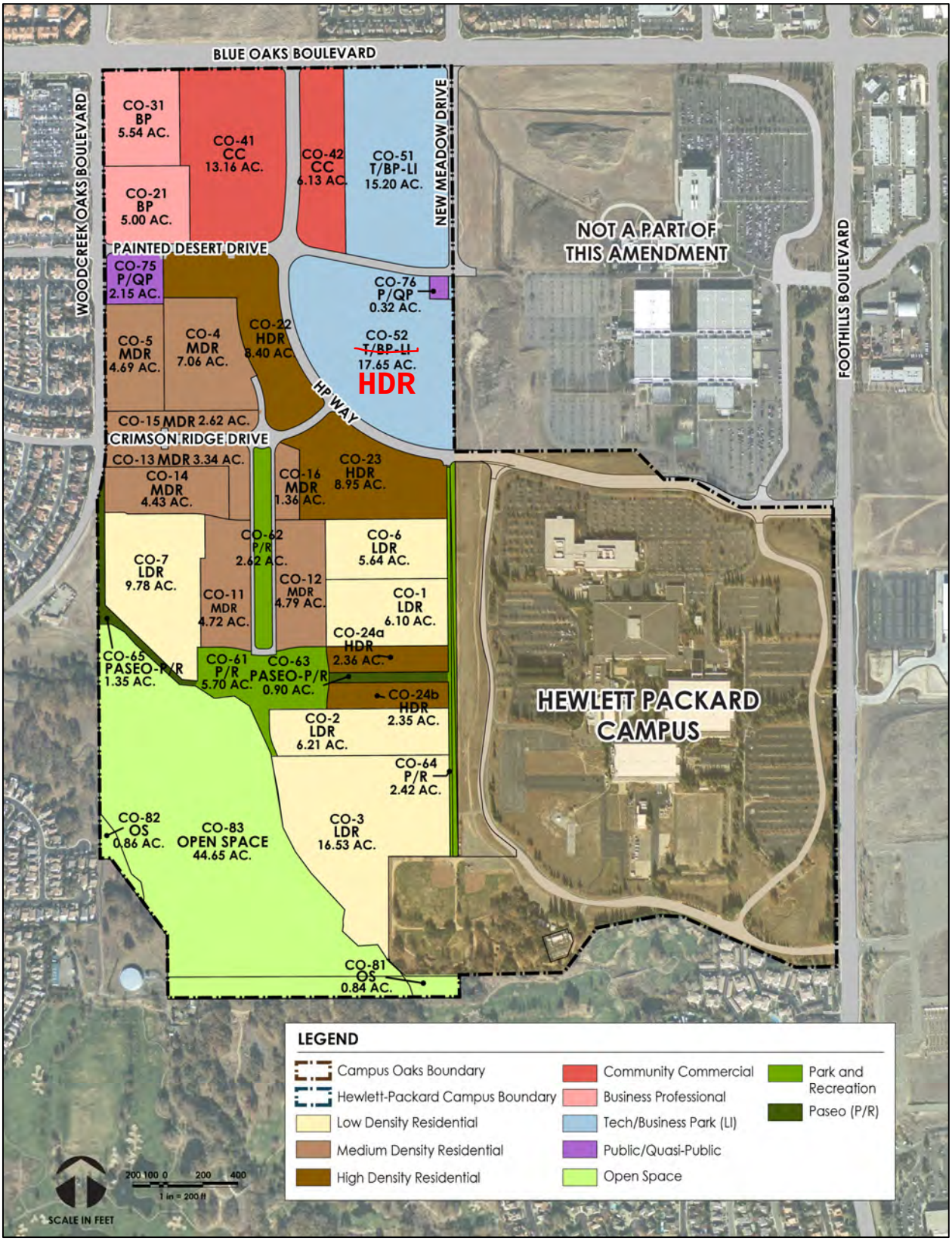


FIGURE 5-1: Campus Oaks Land Use Diagram

TABLE 5-2: Campus Oaks Land Use and Zoning by Parcel

Parcel	Zoning	Gross Acres	Dwelling Units (du)		Square Feet (sf)	
			Allocated Units	Density (du/ac)	Allocated Square Feet	FAR
EMPLOYMENT AND COMMERCIAL USES						
Tech/Business Park – Light Industrial (T/BP LI)						
C0-51	MP/SA	15.20 ac			150,000 sf	23%
~~C0-52~~	~~MP/SA~~	~~17.65 ac~~			~~150,000 sf~~	~~20%~~
Sub-Total		~~***32.85 ac***~~ 15.20 ac			~~***300,000 sf***~~ 150,000 sf	***21%***
Business Professional (BP)						
C0-21	BP	5.00 ac			28,000 sf	13%
C0-31	BP	5.54 ac			32,000 sf	13%
Sub-Total		***10.54 ac***			***60,000 sf***	***13%***
Community Commercial (CC)						
C0-41	CC	13.16 ac			120,000 sf	21%
C0-42	CC	6.13 ac			50,000 sf	19%
Sub-Total		***19.29 ac***			***170,000 sf***	***20%***
Sub-Total Employment & Comm.		~~***62.68 ac***~~ 45.03 ac			~~***530,000 sf***~~ 380,000 sf	***19%***
RESIDENTIAL USES						
Low Density Residential (LDR)						
C0-1	RS/DS	6.10 ac	36 du	5.9 du/ac		
C0-2	RS/DS	6.21 ac	36 du	5.8 du/ac		
C0-3	R1/DS	16.53 ac	64 du	3.9 du/ac		
C0-6	RS/DS	5.64 ac	36 du	6.4 du/ac		
C0-7	RS/DS	9.78 ac	58 du	5.9 du/ac		
Sub-Total		***44.26 ac***	***230 du***	***5.2 du/ac***		
Medium Density Residential (MDR)						
C0-4	RS/DS	7.06 ac	60 du	8.5 du/ac		
C0-5	RS/DS	4.69 ac	46 du	9.8 du/ac		
C0-11	RS/DS	4.72 ac	34 du	7.2 du/ac		
C0-12	RS/DS	4.79 ac	34 du	7.1 du/ac		
C0-13	RS/DS	3.34 ac	24 du	7.2 du/ac		
C0-14	RS/DS	4.43 ac	34 du	7.7 du/ac		
C0-15	RS/DS	2.62 ac	19 du	7.3 du/ac		
C0-16	RS/DS	1.36 ac	10 du	7.4 du/ac		
Sub-Total		***33.01 ac***	***261 du***	***7.9 du/ac***		

Parcel	Zoning	Gross Acres	Dwelling Units (du)		Square Feet (sf)	
			Allocated Units	Density (du/ac)	Allocated Square Feet	FAR
RESIDENTIAL USES (cont.)						
High Density Residential (HDR)						
CO-22	R3/DS	8.40 ac	210 du	25.0 du/ac		
CO-23	R3/DS	8.95 ac	185 du	20.7 du/ac		
CO-24a	R3/DS	2.36 ac	31 du	13.1 du/ac		
CO-24b	R3/DS	2.35 ac	31 du	13.2 du/ac		
CO-52	R3/DS	17.65 ac	285 du	16.1 du/ac		
Sub-Total		~~*22.06 ac*~~	~~*457 du*~~	~~*20.7 du/ac*~~		
		39.71 ac	742 du	18.7 du/ac		
Sub-Total Residential		~~*99.33 ac*~~	~~*948 du*~~	~~*9.5 du/ac*~~		
		116.98 ac	1,233 du	10.5 du/ac		
PARKS, OPEN SPACE & PUBLIC USES						
Parks (P/R)[1]						
CO-61	PR	5.70 ac				
CO-62	PR	2.62 ac				
CO-64	PR	2.42 ac				
Sub-Total		*10.74 ac*				
Paseos (P/R)						
CO-63	PR (Paseo)	0.90 ac				
CO-65	PR (Paseo)	1.35 ac				
Sub-Total		*2.25 ac*				
Open Space (OS)						
CO-81	OS	0.84 ac				
CO-82	OS	0.86 ac				
CO-83	OS	44.65 ac				
Sub-Total		*46.35 ac*				
Public (P/QP)						
CO-75	P/QP	2.15 ac				
CO-76	P/QP	0.32 ac				
Sub-Total		*2.47 ac*				
Sub-Total Parks, OS & Public		*61.81 ac*				
Backbone Roads		10.71 ac				
TOTAL		252.18 ac ~~*234.53*~~	1,233 du ~~*948 du*~~	4.9 du/ac ~~*9.1 du/ac*~~	380,000 sf ~~*530,000 sf*~~	*21%*

1. Parcel HP-2 park acreage credited towards Campus Oaks. See Tables 4-1 and 3-5.

5.1.1 SPECIFIC LAND USE DESIGNATIONS & ZONING DISTRICTS

Land uses are implemented through the zoning district applied to each parcel. This includes the select application of the Development Standard (DS) and Special Area (SA) overlay districts to customize development standards and allowed use types to address Campus Oaks' unique opportunities and objectives.

Employment and Commercial Uses

TECH/BUSINESS PARK (T/BP-LI)

Floor Area Ratio Range

20% to 50% gross floor area to gross site area

Land Use Description

The Tech/Business Park (T/BP-LI) land use designation is a variant of the LI designation unique to Campus Oaks. The intent of this district is to enhance the ability of the Project Area to attract a range of employment uses, including corporate users, in a highly amenitized business park setting. The T/BP-LI designation provides for a mix of uses that are compatible with, and act as a transition between, the light industrial uses on the Hewlett-Packard Campus and the commercial and residential uses within Campus Oaks. Allowed use types include professional offices, light manufacturing, research services, and light wholesale and distribution.

Applied Zoning District

MP/SA - Industrial/Business Park/Special Area Overlay.

Permitted Use Types

As specified in Section 5.2. The Special Area (SA) overlay district has been applied to ensure a compatible mix of employment generating uses.

Development Standards

As specified in the City of Roseville Zoning Ordinance and the Campus Oaks Design Guidelines (Section 5.4).

Design Guidelines

As specified in the Community Design Guidelines and the Campus Oaks Design Guidelines.

COMMUNITY COMMERCIAL (CC)

Floor Area Ratio Range

20% to 40% gross floor area to gross site area

Land Use Description

The Community Commercial (CC) land use designation provides a broad range of retail goods and services to meet resident's and employee's daily needs. Uses may include grocery stores, restaurants, entertainment venues, retail sales, lodging and personal services. All CC uses are located within the Campus Oaks Town Center. Oriented along both sides of HP Way at Blue Oaks Boulevard, the CC uses help to create an entry into the Project Area.

Applied Zoning District

CC – Community Commercial.

Permitted Use Types

As specified in the City of Roseville Zoning Ordinance.

Development Standards

As specified in the City of Roseville Zoning Ordinance.

Design Guidelines

As specified in the Community Design Guidelines and the Campus Oaks Design Guidelines (Section 5.4).

BUSINES PROFESSIONAL (BP)

Floor Area Ratio Range

10% to 40% gross floor area to gross site area

Land Use Description

The Business Professional (BP) land use designation provides for new employment and service opportunities. BP uses are sited at the southeast corner of Woodcreek Oaks and Blue Oaks Boulevards to maximize visibility and access. Uses may include professional offices, medical services, and business support services. All BP uses are located within the Campus Oaks Town Center.

Applied Zoning District

BP – Business Professional.

Permitted Use Types

As specified in the City of Roseville Zoning Ordinance.

Development Standards

As specified in the City of Roseville Zoning Ordinance.

Design Guidelines

As specified in the Community Design Guidelines and the Campus Oaks Design Guidelines (Section 5.4).

Residential Uses

LOW DENSITY RESIDENTIAL (LDR)

Density Range

0.5 to 6.9 dwelling units per gross acre

Land Use Description

The Low Density Residential (LDR) land use designation supports detached single-family homes on conventional and small lots. Lot sizes typically range from 4,500 to 6,000 square feet and could be smaller or larger depending on site configuration/constraints and neighborhood design upon approval by the City. A variety of detached, single-family residential housing types are encouraged in this density range.

Applied Zoning Districts

R1/DS - Single Family Residential/ Development Standard Overlay; and, RS/DS - Small Lot Residential/ Development Standard Overlay.

Permitted Use Types

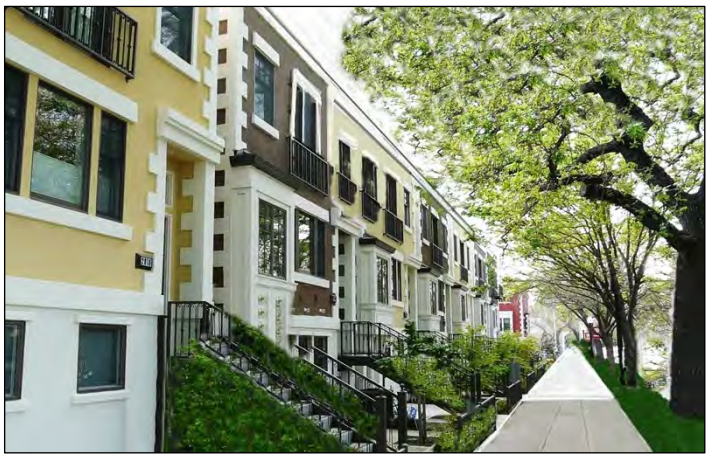
As specified in the City of Roseville Zoning Ordinance.

Development Standards

As specified in the City of Roseville Zoning Ordinance and in Section 5.3. The Development Standard (DS) overlay district has been applied to all LDR uses to allow for variation in development standards and inspire a wide range of innovative residential product types.

Design Guidelines

As specified in the Community Design Guidelines and the Campus Oaks Design Guidelines (Section 5.4).



MEDIUM DENSITY RESIDENTIAL (MDR)

Density Range

7.0 to 12.9 dwelling units per gross acre

Land Use Description

The Medium Density Residential (MDR) land use designation accommodates both single-family detached and attached residential units. Lot sizes typically range from 1,500 to 4,500 square feet and could be smaller or larger depending on site configuration/constraints and neighborhood design upon approval by the City. Within this density range, a wide range of front and alley loaded product types are encouraged including varied small lot, court oriented, cluster, duet/half-plex and townhome designs.

Applied Zoning District

RS/DS - Small Lot Residential/ Development Standard Overlay.

Permitted Use Types

As specified in the City of Roseville Zoning Ordinance.

Development Standards

As specified in the City of Roseville Zoning Ordinance and Section 5.3. The Development Standard (DS) overlay district has been applied to all MDR uses to allow for variation in development standards and inspire a wide range of innovative residential product types.

Design Guidelines

As specified in the Community Design Guidelines and the Campus Oaks Design Guidelines (Section 5.4).

HIGH DENSITY RESIDENTIAL (HDR)

Density Range

13.0+units per acre gross Acre

Land Use Description

The High Density Residential (HDR) land use designation accommodates both detached and attached residential units. Within this density range, a wide range of front and alley loaded product types are encouraged including varied small lot, townhome, row house, courtyard, apartment and condominium designs.

Applied Zoning District

R3/DS – Attached Housing /Development Standard Overlay.

Permitted Use Types

As specified in the City of Roseville Zoning Ordinance.

Development Standards

As specified in the City of Roseville Zoning Ordinance and Section 5.3. The Development Standard (DS) overlay district has been applied to all HDR uses to allow for variation in development standards and inspire a wide range of innovative residential product types.

Design Guidelines

As specified in the Community Design Guidelines and the Campus Oaks Design Guidelines (Section 5.4).

Park, Open Space and Public Uses

PARK (P/R)

Land Use Description

The Parks and Recreation (P/R) land use designation is applied where developed parks/paseos are planned. An integrated network of accessible active/formal/programmable and passive/informal/self-directed facilities is provided to support recreational activities and social gathering. Included are two neighborhood parks (Campus Oaks Park and Park Couplet), a citywide/ neighborhood park (HP Greenway) and two improved paseos. Parks and recreation facilities are further described in Parks, Open Space and Schools (Section 3.4). Land use for the eastern portion of the HP Greenway (Parcel HP-2) is discussed in Section 4.1.1 of this Master Plan. Maintenance will be funded through a Community Facilities District – Public Services (Services CFD) to the extent permitted.

Applied Zoning District

PR – Parks and Recreation.

Permitted Use Types

As specified in the City of Roseville Zoning Ordinance.

Development Standards

As specified in the City of Roseville Zoning Ordinance.

Design Guidelines

As approved by the City for individual parks. Conceptual park plans are shown in Sections 3.4 of this Master Plan.

OPEN SPACE (OS)

Land Use Description

The Open Space (OS) land use designation is applied to lands which are environmentally sensitive or otherwise significant due to habitat, floodplain or other natural features. Campus Oaks incorporates the City owned Open Space Preserve (Parcel CO-83) as well as new additions adjacent to the Preserve (Parcels CO-81 and CO-82). The open space encompasses a portion of the South Branch of Pleasant Grove Creek, its associated floodplain, natural and created wetlands, oak woodlands, and annual grasslands. The expansion of trails is proposed through the open space to allow for off-site trail connections and promote passive recreation, environmental stewardship and education as allowed by the 404 permit. Open space is further described in Parks, Open Space and Schools (Section 3.4).

Applied Zoning District

OS – Open Space

Permitted Use Types

As specified in the City of Roseville Zoning Ordinance and as allowed by the existing 404 permit.

Development Standards

As specified in the City of Roseville Zoning Ordinance.

Design Guidelines

As approved by the City in compliance with applicable deed restrictions, the Hewlett-Packard Preserve O&M Plan, and the City of Roseville Open Space Preserve Overarching Management Plan. A conceptual plan for the Open Space Preserve is shown in Section 3.4 of this Master Plan.

PUBLIC (P/QP)

Land Use Description

The Public/Quasi-Public (P/QP) land use designation accommodates public serving uses and facilities. Campus Oaks includes two P/QP sites: Parcel CO-75 housing a planned fire station; and Parcel CO-76 for a planned groundwater pump back/blending station. The pump station is discussed in more detail in Utilities (Section 3.3) and the fire station (including a concept plan) in Public Safety (Section 3.5).

Applied Zoning District

P/QP – Public/Quasi-Public

Permitted Use Types

As specified in the City of Roseville Zoning Ordinance.

Development Standards

As specified in the City of Roseville Zoning Ordinance.

Design Guidelines

As approved by the City and as specified in the Campus Oaks Design Guidelines (Section 5.4).

5.2 Permitted Use Types

Permitted use types within Campus Oaks are generally consistent with those allowed for by the corresponding general zone districts as defined by the City of Roseville Zoning Ordinance. The exception is for the Industrial/Business Park (MP) district where the SA overlay district has been applied. The SA overlay district allows the permitted use types and development standards to be modified from those specified by the underlying general zone district.

The Industrial/Business Park/Special Area Overlay (MP/SA) district is intended to provide for a unique transitional employment center between the light industrial uses on the Hewlett-Packard Campus, and the commercial and residential uses planned within Campus Oaks. Allowed use types are refined to support new employment and business opportunities, while ensuring compatibility with adjacent uses. The MP/SA district has eliminated those use types that have the potential to conflict with adjacent uses, and/or are inconsistent with the desired business park setting. Consistent with the City's Zoning Code, allowed MP/SA use types will not "result in the emission of any appreciable amount of visible gasses, particulates, steam, heat odor, vibration, glare, dust, or excessive noise and can be conditioned to be compatible when operating in close proximity to commercial and residential uses".

Table 5-3 identifies allowed use types within the Campus Oaks MP/SA district.

TABLE 5-3: MP/SA Permitted Uses

Use Type	MP/SA
Civic Use Types	
Community Assembly	CUP
Community Services	P
Essential Services	P
College and University	CUP
Residential Use Types	
Caretaker/Employee Housing	CUP
Commercial Use Types	
Broadcasting/Recording Studios	P
Business Support Services	P
Eating & Drinking Establishments	
Convenience	P[1]
Offices, Professional	P
Specialized Education & Training	
Vocational Schools	P
Specialty Schools	P
Industrial Use Types	
Day Care Center, Secondary (employee only)	CUP
Light Manufacturing	P
Printing & Publishing	P
Research Services	P
Wholesaling & Distribution, Light	P
Transportation and Communication Use Types	
Intermodal Facilities	CUP
Telecommunication Facilities	P/A/ CUP

MP/SA	Industrial/Business Park/Special Area Overlay District
P	Principally Permitted
A	Administratively Permitted
CUP	Conditionally Permitted

1. Permitted as an ancillary use to the primary T/BP-LI uses.

5.3 Development Standards

The DS overlay has been applied in combination with the general zone districts to all LDR, MDR and HDR land uses within Campus Oaks. The DS overlay allows the development standards (e.g., lot area, setbacks and building heights) to be modified from those specified by the underlying general zone districts. For Campus Oaks, the intent is to allow flexibility to accommodate and encourage a wide range of residential building types and innovative designs appealing to different economic and life-style segments.

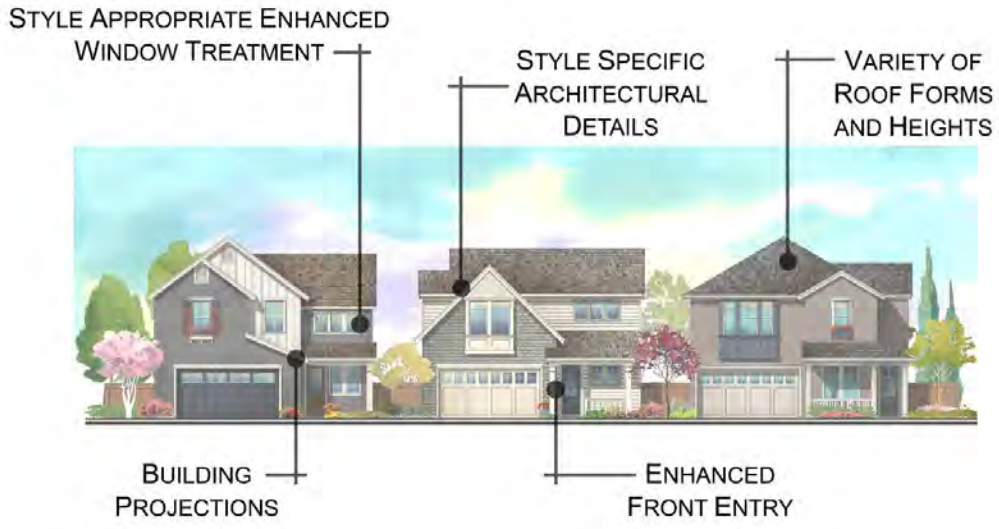
Precise development standards for the Single Family Residential/ Development Standard Overlay (R1/DS), Small Lot Residential/ Development Standard Overlay (RS/DS) and Attached Housing/ Development Standard Overlay (R3/DS) districts will be established as part of the subsequent Campus Oaks Design Guidelines discussed in Section 5.4. A Design Review for Residential Subdivision (DRRS) is required for all Compact Residential Development projects at 7 dwelling units per acre and above as well as specified by the City Zoning Ordinance.

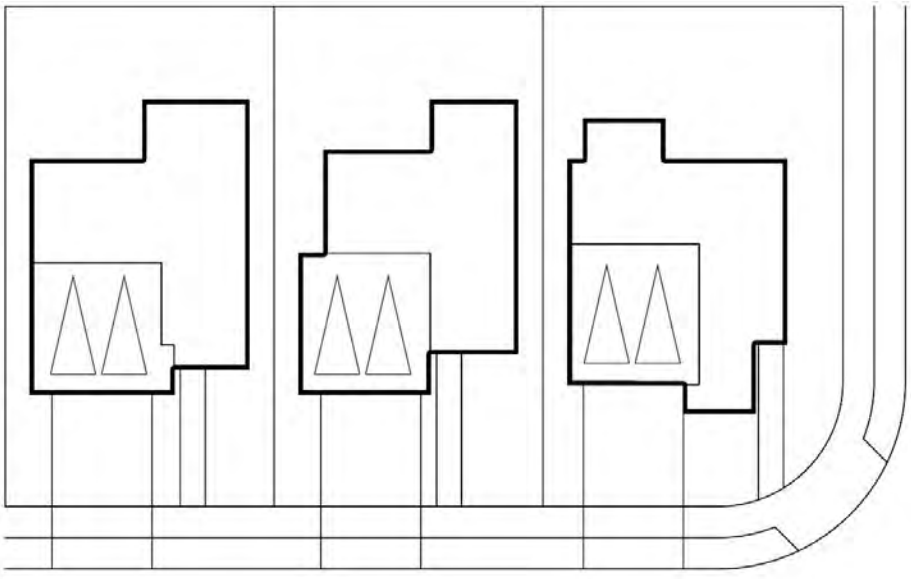
Included in this section are conceptual elevations, lot sizes and plot plans to illustrate the character and layout of potential building types that could be constructed within Campus Oaks subject to approval by the City during the DRRS and small lot tentative map stage. Figure 5-2 provides an illustrative of how the varied building types may be applied. The building types and illustratives are examples and are conceptual. It is anticipated that Campus Oaks will also accommodate additional building types.

FIGURE 5-2: Campus Oaks Illustrative Plan (Conceptual Only)

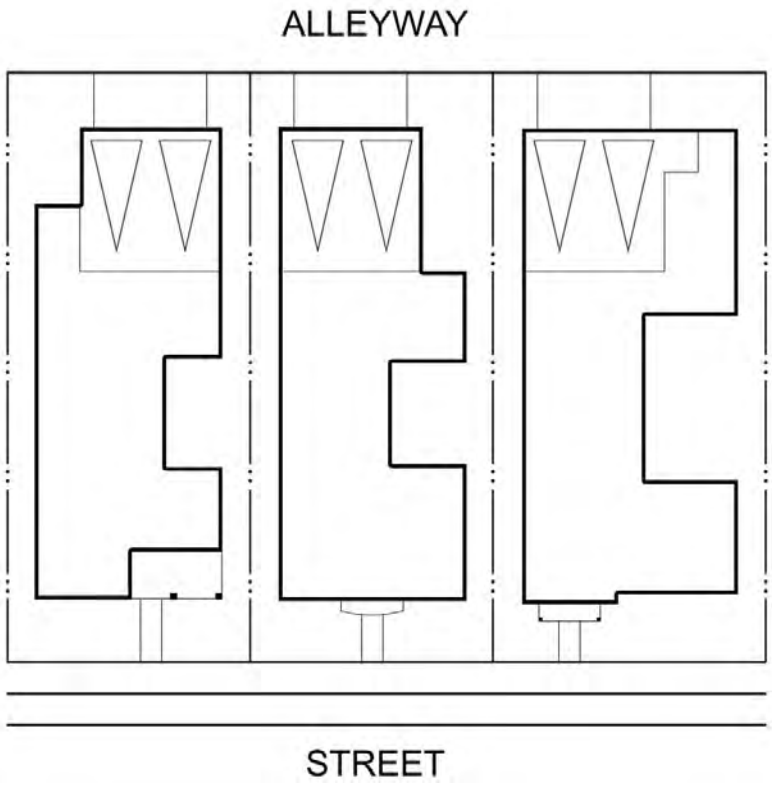
CONCEPTUAL BUILDING TYPE A & LOT SIZE: Single-Family Detached Front Loaded (60'x100') (subject to future City approvals)

CONCEPTUAL BUILDING TYPE B & LOT SIZE: Single-Family Detached Front Loaded (50'x100') (subject to future City approvals)

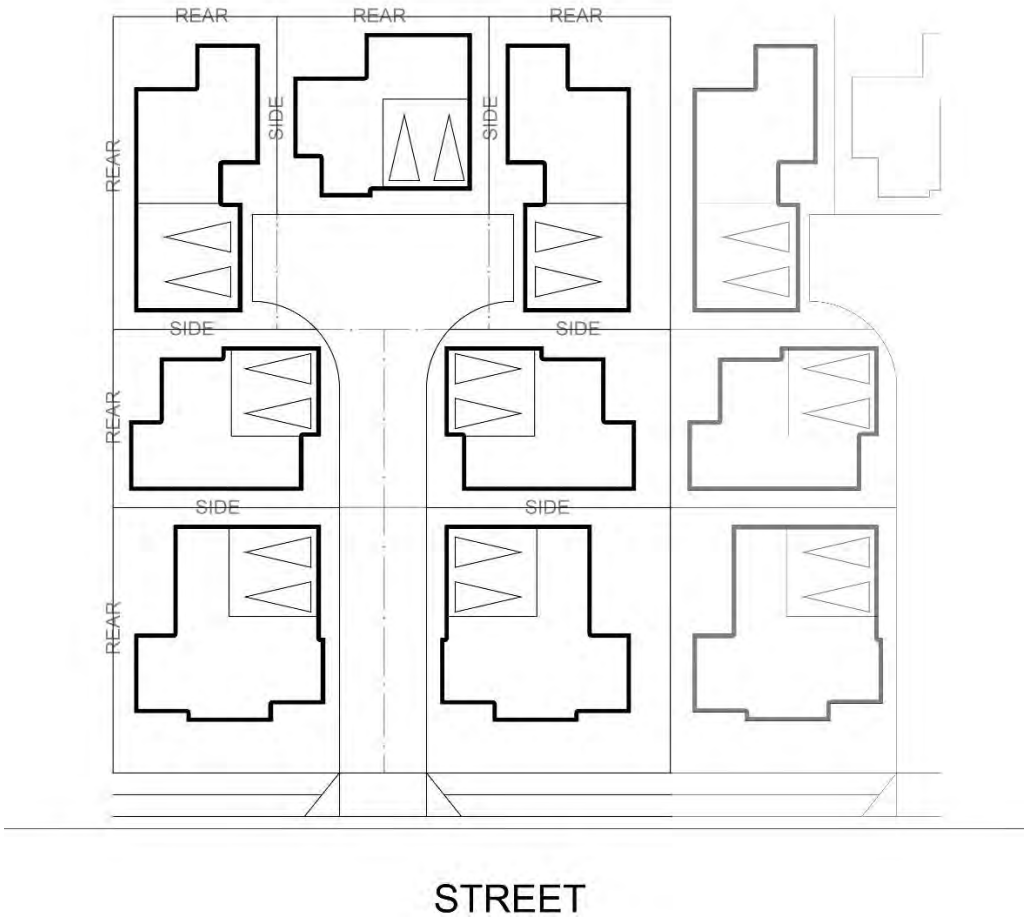




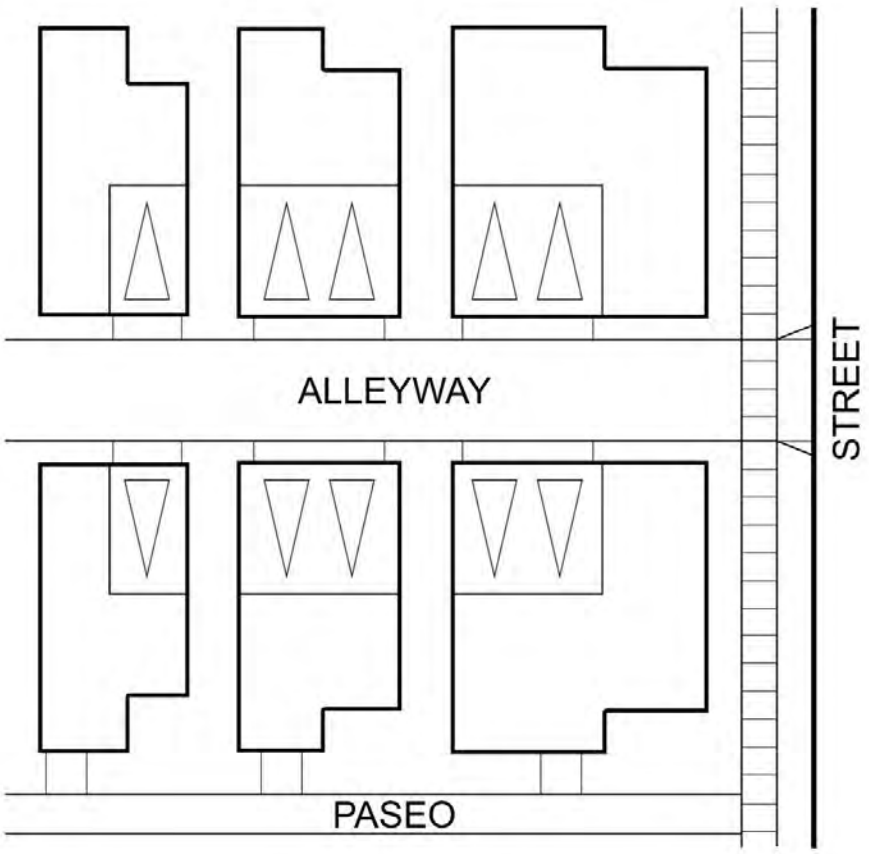
CONCEPTUAL BUILDING TYPE C & LOT SIZE: Single-Family Detached Front Loaded (40'x80') (subject to future City approvals)



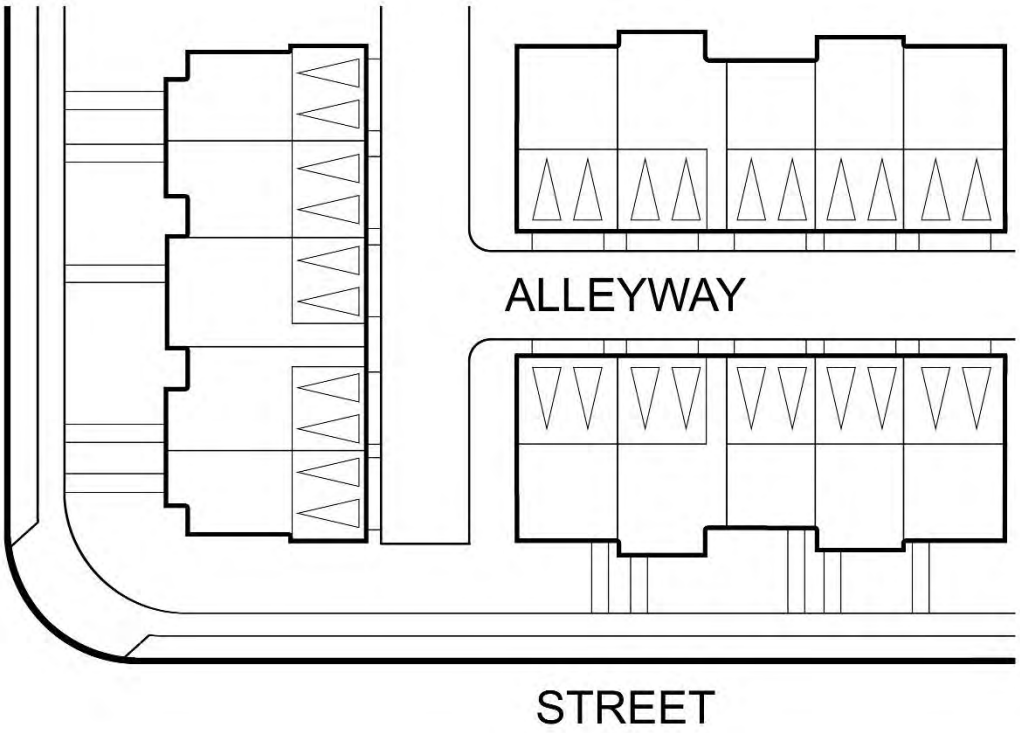
CONCEPTUAL BUILDING TYPE D & LOT SIZE: Single-Family Detached Alley Loaded (38'x80') (subject to future City approvals)



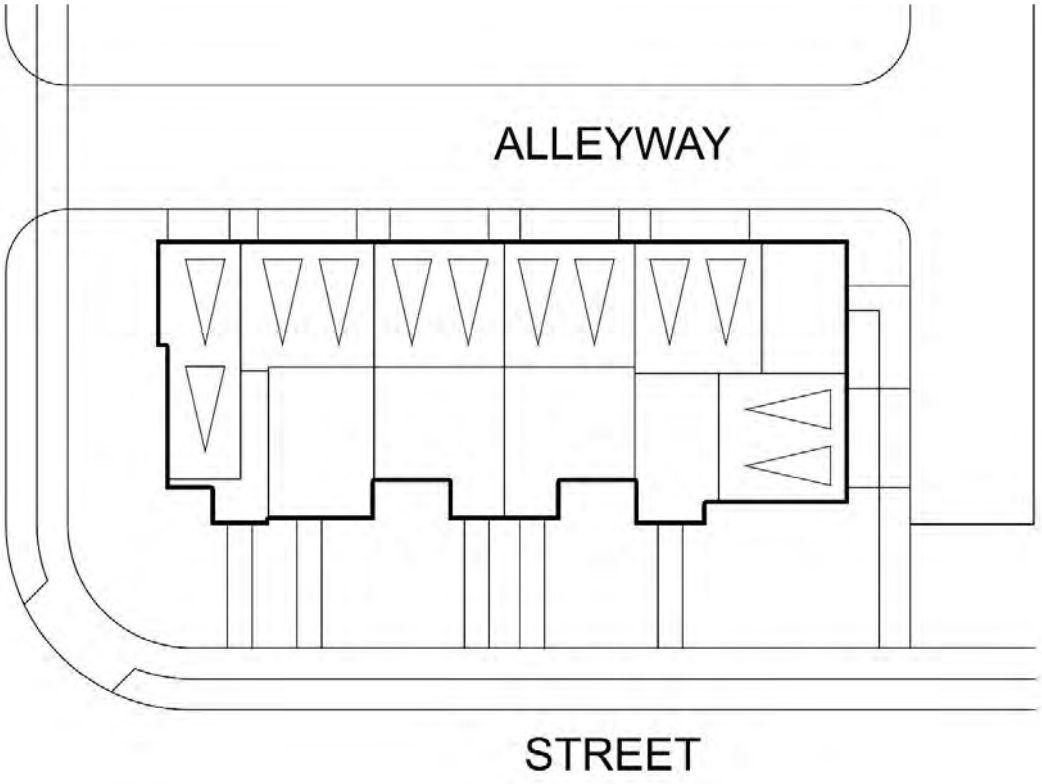
CONCEPTUAL BUILDING TYPE E: Cluster Motor Court



CONCEPTUAL BUILDING TYPE F: Cluster Alley Loaded



CONCEPTUAL BUILDING TYPE G: Townhome



CONCEPTUAL BUILDING TYPE H: Townhome

5.4 Design Guidelines

The Campus Oaks Design Guidelines supplement the City's Community Design Guidelines to provide a clear and common understanding of the distinct expectations for the built physical form and character of Campus Oaks. The focus is to ensure that the HPCO Planning Principles (Section 2) are meaningfully carried out and enhanced through the design, review and approval of individual development projects.

The Campus Oaks Design Guidelines will be prepared separately as a companion document to this Master Plan. The Guidelines are required to be approved by the City prior to or concurrent with the processing of the first project level planning entitlements for Campus Oaks (e.g. small lot map, Design Review for Residential Subdivision, Design Review Permit). As a companion implementation tool, the Guidelines may be adopted, and subsequently updated as appropriate, without the need to amend this Master Plan.

Topics to be addressed by the Campus Oaks Design Guidelines may include, but are not limited to:

- Residential Development Standards;
- Landscaping and Streetscapes;
- Gateways and Entry Features;
- Walls and Fences;
- Edge Treatments;
- Lighting;
- Neighborhood/Subdivision Design;
- Town Center Design;
- Employment Center Design;
- Site Planning and Circulation;
- Architecture, Orientation and Massing;
- Screening;
- Public Spaces;
- Pedestrian and Bicycle Amenities, including cross-sections of the trail adjacent to Parcel CO-7 and Parcel CO-83 and direction for the Pedestrian/Bicycle Connection across Parcels CO-4 and CO-22;
- Sustainable/Green Design Features; and
- Grading and LID, storm water treatment, and Hydro modification features.

5.5 Affordable Housing

The City of Roseville General Plan Housing Element establishes a citywide goal to provide decent, safe, adequate and affordable housing in sufficient quantities for all economic segments of the community. In an attempt to maximize efforts to meet affordable housing needs and to provide a mechanism whereby the City, property owners, and business community can actively work together in developing new affordable housing, the City's Housing Element specifies an Affordable Housing Goal of ten percent (10%) of all new housing units in the City be affordable to middle-, low- and very-low income households.

Housing affordability is based on household income categories defined by the U.S. Department of Housing and Urban Development (HUD). These five income categories are used for comparative purposes and are based on a percentage of the county median income, adjusted for household size. Based on sales and rental prices, and the definition of affordability, the City's Housing Element identifies housing assistance needs for each income group.

DEFINITION OF HOUSEHOLD INCOME CATEGORIES
Very Low
Less than 50% of Median
Low
50% to 80% of Median
Middle Income
80% to 100% of Median
Moderate Income
100% to 120% of Median
Above Moderate Income
120%+ of Median

The City recognizes that the various factors which determine affordability continually change, and project specific affordability standards need to be established and adjusted as development occurs. To that end, the 10% affordable housing goal for Campus Oaks will be based on the actual number of residential units mapped/approved.

5.5.1 AFFORDABLE HOUSING PROGRAM

Consistent with the General Plan affordable housing goal, over 10% of the units in Campus Oaks have been designated for affordable housing. This includes a mix of purchase housing affordable to middle-income households, and rental housing affordable to very low-income households pursuant to the provisions of the Campus Oaks Development Agreement. The City's General Plan policy specifies that twenty percent (20%) of the affordable housing goal will be available to middle-income households, forty percent (40%) to low-income households and forty percent (40%) to very low-income households. Campus Oaks' affordable housing goal is summarized in Table 5-4.

Variations in affordable housing ratios may be approved through a Development Agreement where the following criteria are met:

a. A need has been identified for a specific affordable housing type (very low, low or middle-income) and the project meets this need;
b. The project does not rely on or obtain City subsidies; and

c. Units proposed within this criteria would allow for individuals to stay within their units as their future income grows.

In Campus Oaks a unique opportunity has been created to provide for very low-income rental housing in excess of the General Plan goal through the use of low income housing tax credits with no City obligation to provide a subsidy. The California low income housing tax credit program requires such units to remain affordable for a period of 55 years. Variations in affordable housing ratios have been approved for Campus Oaks and the very low-income rental units will be credited towards meeting both the very-low and low-income portions of the General Plan affordable housing goal.

The affordable housing units within Campus Oaks have been allocated to specific MDR and HDR residential parcels as identified in Table 5-5, with designated parcels reflected on Figure 5-3. Affordable units have been positioned in close proximity to the Campus Oaks Town Center.

TABLE 5-4: Campus Oaks Affordable Housing Goal

Total Campus Oaks Units	948 du
10% Affordable Housing Goal	95 du
40% of Goal Very Low-Income[1]	38 du
40% of Goal Low-Income	38 du
20% of Goal Middle-Income	19 du

1. To be credited towards meeting both the very-low and low-income portions of the General Plan affordable housing goal.

TABLE 5-5: Campus Oaks Affordable Housing Allocation by Parcel

Parcel	Land Use	Total Units	Very Low-Income Rental	Middle-Income Purchase
CO-52	HDR	285 du	114 Low Income (transfer to SVSP)	
CO-5	MDR	46 du		19 du
CO-22	HDR	205 du	45 du	
CO-23	HDR	190 du	42 du	
TOTAL			*87 du[1]*	*19 du*

1. Some or all of the extra very-low income rental units may be applied against the middle income affordable housing requirement subject to City approval in accordance with the Campus Oaks Development Agreement.

FIGURE 5-3: Affordable Housing Sites

5.5.2 ADMINISTRATION & IMPLEMENTATION

Residential builders are encouraged to explore creative approaches in providing a range of housing opportunities to meet the needs of middle-, low-, and very-low income households. Over time, housing markets, income categories, funding programs, and other factors change, and it is important to retain some level of flexibility to ensure affordable housing goals are achieved.

The options outlined below may be considered to assist in achieving the Campus Oaks affordable housing goal.

Transfers and Credits

Subject to approval by the Director of the City's Housing Division or designee, the affordable housing allocations identified on Table 5-5 may be transferred among parcels within Campus Oaks. In addition, to the extent the number of affordable units produced on a parcel exceeds the number of affordable units allocated to the parcel, the excess units may be credited toward meeting the affordable housing goal assigned to other parcels.

Transfer and/or credits may be approved by the Director of the City's Housing Division or designee without the need for amendments to this Master Plan or related Affordable Housing Agreement (or substitute form as specified by the City) if it is determined that:

1. The transfers/credits are applied to parcels within Campus Oaks covered by the same Development Agreement; and
2. The transfers/credits improve the ability to produce affordable units and achieve the Campus Oaks' affordable housing goal.
3. The transfer does not cause a change to the land use designation of a large lot parcel.

Requests for transfers and/or credits shall include information as deemed necessary by the City to ensure consistency with Campus Oak's affordable housing program. In addition, a revised affordable housing allocation (Table 5-5) shall be provided reflecting the adjusted affordable unit allocations.

The City's Housing Division shall maintain all revisions to Table 5-5 as the official Campus Oaks affordable housing allocation record. The affordable housing unit transfer shall be memorialized with a recorded Memorandum of Understanding (or substitute form as specified by the City).

Density Bonus

The City may, in accordance with its Density Bonus Ordinance (Zoning Ordinance, Chapter 19.28) assign additional residential units to projects for

the purpose of achieving the affordable housing goal. The increase in units provided by a density bonus is intended to reduce average per unit development costs.

A density bonus is implemented by City approval of an Affordable Housing Agreement (or substitute form as specified by the City) to individual projects on a case-by-case basis, and may constitute a portion of the subsidy (if required) for the provision of affordable units.

In-Lieu Fee

To the extent an in-lieu affordable housing fee is adopted by the City, a portion of the affordable housing allocations identified on Table 5-5 may be satisfied with an in-lieu fee subject to approval by the Director of the City's Housing Division or designee.

Affordable Housing Agreement

An Affordable Housing Agreement (or substitute form as specified by the City) is required for each parcel with an affordable housing allocation to detail and secure specific requirements and obligations. Separate Affordable Rental and Affordable Purchase Agreements are required for each affordable obligation. Among other provisions, the Affordable Housing Agreement will:

- Specify the number of affordable units to be reserved at each income level.
- Specify the term of the affordability obligation.
- Establish criteria and a basis for initial rent or purchase price for designated affordable units.
- Establish criteria and a basis for annual rent or purchase price increases.
- Provide the City with a mechanism to monitor actual rents and purchase prices paid.
- Identify any City or other subsidies required to assist in meeting the affordability requirement and, if applicable, the basis and terms for refunding such subsidies.

Affordable Housing Agreements require City approval prior to the issuance of building permits, or recordation of a final small lot map where a subdivision map is required, for any large-lot parcel with an affordable housing allocation. The total number of affordable units required is to be calculated based on the number of final units mapped.

5.6 Minor Residential Density Transfers

Campus Oaks residential land use parcels are assigned a dwelling unit allocation and associated gross land use density (see Table 5-2). These assignments were made at the time of the 2015 Master Plan Amendment based on an assessment of the constraints and opportunities of each parcel and anticipated long-term demand for various housing types. As individual residential small-lot subdivision maps and residential Design Review Permits are processed over time, a more detailed assessment of site, market, design and other conditions will occur. It is anticipated this process may result in the need or desire to adjust (reduce or increase) the number of units assigned to some large-lot residential parcels.

This Master Plan includes provisions which allow the City to approve minor residential density adjustments and permit the transfer of residential units between large lot parcels in Campus Oaks. The Development Services Director may administratively approve a residential unit transfer/density adjustment between any Campus Oaks large lot parcels provided the following conditions are satisfied:

1. The transfer and receiving parcels are located within Campus Oaks and are subject to a Development Agreement;
2. The transfer of units does not result in a change to the land use designation, specifically, the transfer does not: a) reduce the number of units from the transfer parcel below the minimum number of units allowed by the applicable land use designation; or (b) increase the number of units to the receiving parcel above the maximum number of units allowed by the applicable land use designation;
3. The transfer of units does not result in increased impacts beyond those identified in the Master Plan EIR/Master Plan Addendum and does not preclude the ability of the parcels to conform to the applicable standards or regulations contained in this Master Plan and related Development Standards and Design Guidelines;
4. The transfer of units does not adversely impact planned infrastructure, roadways, schools, or other public facilities, fee programs and assessment districts;
5. The cumulative increase or decrease in units resulting from the transfer does not change the unit allocation by more than 20% of the units to either the transfer or receiving parcel, as established at the time of the Master Plan;

6. HDR units designated as affordable units may be transferred administratively until such time as they are encumbered by an Affordable Housing Rental Agreement (or other form as approved by the City); and,
7. For Parcel CO-22, unit transfers may be approved administratively provided the resulting density of the parcel does not fall below 25 dwelling units per acre.

The transfer of residential units, if consistent with the above criteria, is administrative in nature, is contemplated by and within the intent of this Master Plan and the Master Plan EIR/Master Plan Addendum, and will not require an amendment to the Master Plan, zoning, the Development Agreement(s), or the City General Plan.

To request a residential unit transfer, the owner or owners of both the transfer and receiving parcels shall submit a complete Administrative Permit application to the Development Services Director which (a) identifies the affected parcels; (b) designates the number of units being transferred; (c) provides other documentation as required by the Director to determine compliance with the above unit transfer criteria; and (d) includes a revised HPCO Land Use & Zoning by Parcel (Table 3-2) and Campus Oaks Land Use and Zoning by Parcel (Table 5-2), all reflecting the adjusted unit counts and densities. Revised Tables 3-2 and 5-2 will be the official record tracking unit allocations to each large lot residential parcel.

If the Development Services Director determines the residential unit transfer is not consistent with the above criteria, the residential unit transfer may be denied or may be referred or appealed to the Planning Commission and/or City Council for action. Any determination of consistency may, at the discretion of the Development Services Director, be forwarded to the Planning Commission for review. The applicant may request density adjustments which do not comply with the above criteria. Such requests shall require an amendment to the Master Plan (see Section 6).

All unused units must be transferred prior to the City's approval of the last small lot final map or Design Review Permit for any residential large lot parcel within Campus Oaks. Any units assigned to a large lot parcel which are not used by a tentative map/Design Review Permit or are not approved for transfer, shall revert to the City unit pool and landowners shall have no subsequent claim to such units.

5.7 Campus Oaks Phasing

Campus Oaks is structured to allow for the potential phasing of backbone infrastructure and facilities to serve development. Four potential phases, A through D, are illustrated on Figure 5-4. In general, the phasing plan is structured to ensure that the backbone improvements in each phase can support its respective development in compliance with City policies and standards, and the development in each phase can support the costs of the required improvements.

Outside of the initial backbone improvements to be installed with Phase A, the remaining phases may proceed in any sequence or combination, provided that the City determines that all the backbone infrastructure and facilities necessary to adequately serve development are/will be installed in compliance with City policies and standards. Specific infrastructure, facility and phasing requirements are described in the Campus Oaks Development Agreement and will be further evaluated with the processing of subsequent entitlement applications. This includes roadways, sewer, water, recycled water, storm drainage, dry utilities, parks, and other facilities and improvements. All in-tract sewer, storm drain, water, dry utilities, and recycled water (if applicable) will be installed as conditioned with local project entitlements.

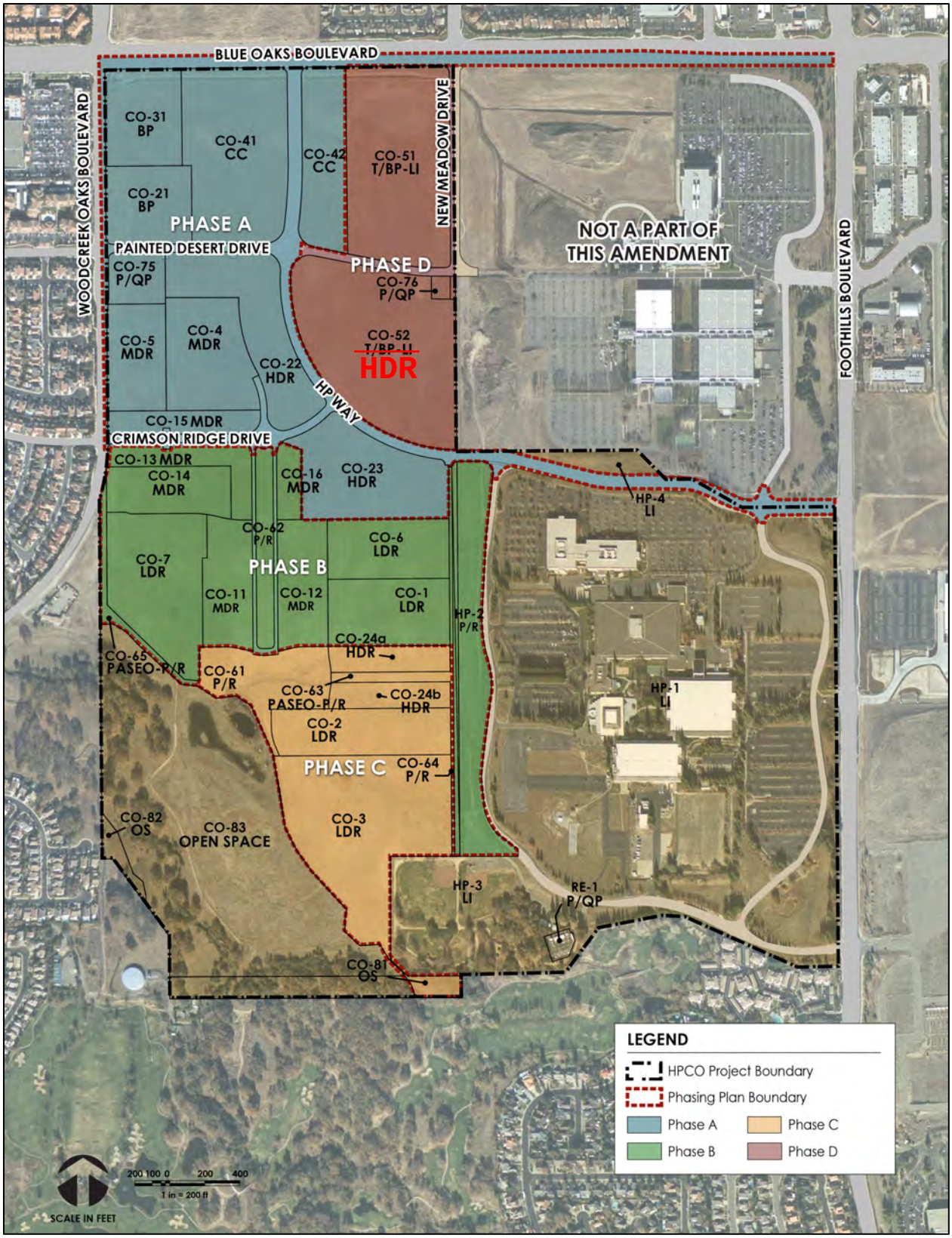


FIGURE 5-4: Potential Campus Oaks Phasing

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Administration

CITY OF ROSEVILLE

A BLUEPRINT COMMUNITY

06 Administration

Implementation of the HPCO Master Plan is to be administered by the City of Roseville in accordance with the terms of this Master Plan and the applicable development agreements. The HPCO Master Plan is to be implemented consistent with all applicable City rules, regulations and policies.

6.1 Related Documents

6.1.1 CITY DOCUMENTS

General Plan

The City of Roseville General Plan serves as the long-term policy guide for the physical and economic development of the City. The City's core values are the foundation of the General Plan and the underlying basis for its vision and direction. The HPCO Master Plan implements the goals and policies of the General Plan and supplements these goals and policies by providing specific direction to reflect conditions unique to the Project Area.

Municipal Code

The Roseville Municipal Code is one of the primary tools for implementing the General Plan. The Municipal Code includes the City's Zoning Ordinance, Subdivision Ordinance, Storm Water Ordinance, Grading Ordinance and Tree Ordinance, which are used in tandem with this Master Plan to implement the HPCO development program. Where the provisions of this Master Plan conflict with the Municipal Code, this Master Plan shall prevail. Where the Master Plan is silent, the Municipal Code shall prevail.

Community Design Guidelines

The Community Design Guidelines establish a clear and common understanding of the City's expectations for the planning, design, and review of development. The Community Design Guidelines work in combination with the Hewlett-Packard Campus Development Guidelines and the Campus Oaks Design Guidelines to direct Project Area

development. Where the provisions of this Master Plan conflict with the Community Design Guidelines, this Master Plan shall prevail. Where the Master Plan is silent, the Community Design Guidelines shall prevail.

Other Relevant City Documents

Other documents and programs to be referenced in implementing the HPCO Master Plan include, but are not limited to, the City's Blueprint Implementation Strategies, Communitywide Sustainability Action Plan, Pedestrian Master Plan and Bicycle Master Plan.

6.1.2 MASTER PLAN DOCUMENTS

Environmental Impact Report & Addendum

Pursuant to the California Environmental Quality Act (CEQA), the Hewlett-Packard Master Plan Environmental Impact Report (EIR) was certified with findings concurrent with initial adoption of the Master Plan (1996). The EIR evaluated the existing environmental resources within the project area, analyzed potential impacts on those resources due to the project, and identified mitigation measures as appropriate to reduce significant impacts. The EIR examined all phases of the project including planning, construction and operation.

Concurrent with adoption of the HPCO Master Plan, an Addendum to the Hewlett-Packard Master Plan Environmental Impact Report (HPCO Addendum) was adopted (2015). The HPCO Addendum analyzed the potential environmental impacts either created by the HPCO Master Plan or resulting from changed circumstances, and determined that, with the inclusion of applicable requirements conditioned and made part of the project, the HPCO Master Plan would not give rise to any new significant effects or any substantial increase in the severity of any previously identified significant effects. Accordingly, the HPCO Addendum concluded that none of the conditions identified in State CEQA Guidelines Section 15162 were present that require preparation of a subsequent or supplemental EIR.

In accordance with CEQA, it is intended that the Master Plan EIR and HPCO Addendum form the environmental basis for approval of subsequent development within and in compliance with the HPCO Master Plan. Both the Master Plan EIR and HPCO Addendum incorporate Mitigation Monitoring and Reporting Programs.

Development Agreements

Individual landowners within the Project Area and the City of Roseville have executed project Development Agreements in accordance with Sections 65864 through 65869.5 of the Government Code of California, as implemented through Article V of the City of Roseville Zoning Ordinance. The Project Area Development Agreements form a binding contract between the parties establishing certain development rights and obligations. The Development Agreements secure permitted uses, needed infrastructure improvements, the timing and method of financing improvements, and other specific rights, duties and obligations of the property owners and the City as it relates to development within the Project Area.

Utility Master Plans

Utility Master Plans have been prepared for the Project Area. These Master Plans provide general direction for the construction of improvements to serve buildout of the project and may be augmented with additional studies as may be required by the City during review of subsequent entitlement requests or the review of final construction drawings. Included are the HPCO Water Master Plan, Sewer Master Plan, Recycled Water Master Plan, and Drainage Master Plan. The intent is to ensure functional and reliable utility systems (see Chapter 3 for additional detail).

6.2 Subsequent Approvals

6.2.1 CITY PROCESSING

Individual development projects within the Project Area are subject to review and approval of subsequent permits and entitlements by the City of Roseville (e.g. subdivision review, design review, conditional use permits, variances, and/or other permits). Application and processing requirements shall be in accordance with the City's Zoning Ordinance and other regulations, unless otherwise modified by this Master Plan.

All subsequent development projects, public improvements and other activities shall be consistent with this Master Plan, accompanying Development Standards and Design Guidelines, the Development Agreements, applicable City of Roseville policies, requirements and standards, and all State and Federal permit conditions and environmental review documents (CEQA and NEPA).

In acting to approve a subsequent project or permit, the City may impose conditions as are reasonably necessary to ensure the project is in compliance with the Master Plan and all applicable plans and regulations.

6.2.2 STREAMLINED DEVELOPMENT REVIEW

Measures have been incorporated into the HPCO Master Plan to allow for a streamlined Administrative Design Review Permit process for development projects within the Light Industrial-Special Area (M1/SA) zone district within the Hewlett Packard Campus. See Section 4.5 for additional details.

6.2.3 ENVIRONMENTAL REVIEW

Each subsequent development project shall be reviewed to ensure compliance with the California Environmental Quality Act (CEQA). The Master Plan Environmental Impact Report (EIR) and the HPCO Addendum serve as the base environmental documents for subsequent entitlements. Development applications will be reviewed on a project-by-project basis to determine consistency with the EIR and HPCO Addendum.

In general, if a subsequent project is determined to be consistent with the Master Plan and within the scope of the Master Plan EIR and HPCO Addendum, further environmental review may not be necessary. If it is determined that a development application is inconsistent with the Master Plan and/or outside the scope of the Master Plan EIR and HPCO Addendum, a determination will be made as to the appropriate subsequent environmental document in accordance with CEQA.

6.2.4 APPROVALS FROM OTHER AGENCIES

Other permits and approvals may be required prior to the development of individual projects by federal, state, and/or regional agencies. These agencies may include the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, California Department of Transportation, Regional Water Quality Control Board, Placer County Air Pollution Control District, and others as applicable.

6.3 Consistency and Amendment Process

One of the primary objectives of the Master Plan is maintaining the flexibility to react quickly to changing conditions, markets and opportunities. To achieve this, the following process is established which allows the Development Services Director to interpret Master Plan consistency and the type of Plan amendment, if any, that is required by proposed changes:

1. **Substantial Conformity.** The Development Services Director may make the determination that a proposed change is consistent with the intent and basic provisions of the Master Plan, and therefore in

substantial conformity with the Plan. In such cases, no subsequent amendment to the HPCO Master Plan is required.

2. **Minor Modification**. If it is determined that a proposed change would result in a minor deviation to the HPCO Master Plan, then such modification may be approved administratively through the Administrative Permit process. Such permit shall be reviewed consistent with Article V of the Zoning Ordinance.

3. **Major Modification/Amendment.** When a proposed change is considered to be inconsistent with the adopted Master Plan, a subsequent amendment is required. Amendments are processed in the same manner as initial Master Plan adoption, requiring review by the Planning Commission and action by the City Council.

In reviewing Substantial Conformity and Minor Modifications to the Master Plan, the Development Services Director shall consider consistency with the intent of the Master Plan, the applicable Master Plan Development Agreement(s), the Master Plan EIR/HPCO Addendum, and the City General Plan. Any proposed change to the Master Plan may, at the discretion of the Development Services Director, be forwarded to the Planning Commission for review.

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ORDINANCE NO.

ADOPTING A THIRD AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Third Amendment of the Development Agreement by and between the City of Roseville, and Pine Island Apartments, LLC, as successor in interest to Westpark S.V. 400, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. The Third Amendment to Development Agreement is exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the Sierra Vista Specific Plan (SCH #2008032115) was certified by the City Council on May 5, 2010. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the Development Agreement Amendment is consistent with the previously completed analysis.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Third Amendment to Development Agreement, and makes the following findings:

1. The Third Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;

2. The Third Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Third Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The Third Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the Third Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Third Amendment to Development Agreement by and between the City of Roseville, Pine Island Apartments, LLC, as successor in interest to Westpark S.V. 400, LLC, a

copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

THIRD AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN (Parcels WB-30, WB-32, and WB-52)

This Third Amendment of Development Agreement is entered into this _____ day of _____, 2023, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), and PINE ISLAND APARTMENTS, LLC, an Indiana limited liability company ("Pine Island" or "Landowner"), as successor in interest to WESTPARK S.V. 400, LLC, a California limited liability company ("Westpark"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

RECITALS

A. Westpark and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on June 20, 2012, and recorded on July 25, 2012, in the Official Records of Placer County as Document No. 2012-0066790-00. City and Westpark entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as described in Exhibit "A" and shown in Exhibit "B" to the Development Agreement (the "Property"), and attached thereto.

B. On May 4, 2016, City approved the First Amendment to the Development Agreement (the "First Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the First Amendment, which was recorded on May 11, 2016, as Document No. 2016-0035988-00, in the Official Records of Placer County.

C. Westpark assigned its interest for a portion of the Property to Pine Island pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of November 10, 2021, and recorded November 10, 2021, as Document No. 2021-0139629-00, in the Official Records of Placer County.

D. On February 2, 2022, City approved the Second Amendment to the Development Agreement (the "Second Amendment") relative to development within a portion of the SVSP, as more precisely defined in Exhibits "A" and "B" attached to the

Second Amendment, which was recorded on March 10, 2022, as Document No. 2022-0021197-00, in the Official Records of Placer County.

E. This Third Amendment to the Development Agreement (the "Third Amendment") affects a certain portion of the Property commonly known as SVSP Parcels WB-30, WB-32 and WB-52 (the "Third Amendment Property"), as described in Exhibit "A" and as shown in Exhibit "B" attached to this Third Amendment. This Third Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

F. Concurrent with its consideration of this Third Amendment, City is processing (1) a General Plan Amendment (Reso. No. 23-____), Specific Plan Amendment (Reso. No. 23-____), and a Rezone (Ordinance No. _____) to re-designate and rezone Parcel WB-52 from Park to High Density Residential land use, (2) a fifty percent (50%) density bonus to allow development of an increase in High Density Residential units from the allocated 237 units assigned to Parcel WB-30 to a total of 355 units on Parcel WB-30, with a concurrent increase in the affordable housing obligation on Parcel WB-30 from 237 units affordable to low and very-low income households to 355 units affordable to low income households, and (3) a fifty percent (50%) density bonus to allow development of an increase in High Density Residential units from the allocated 128 units assigned to Parcel WB-32 to a total of 192 units on Parcel WB-32, with a concurrent increase in the affordable housing obligation on Parcel WB-32 from 128 units affordable to low and very-low income households to 192 units affordable to low income households. City and Landowner enter into this Third Amendment in order to provide consistency with and to vest these land use approvals.

G. The Third Amendment is authorized by Section 1.4 of the Development Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.2. The summary table of Section 2.2 of the Development Agreement ("Vested Entitlements") is revised as follows:

"Low Density Residential	505 units on 93.8 Net Acres;
Low Density Residential/Age Restricted	493 units on 94.3 Net Acres;
Medium Density Residential	466 units on 67.3 Net Acres;

High Density Residential	658* units on 25.8 Gross Acres;
Community Commercial	14.5 Gross Acres;
Community Commercial/Commercial Mixed Use	0 Gross Acres;
Park	13.2 Gross Acres;
Open Space	36.6 Gross Acres;
Schools	10.0 Gross Acres;
Water Treatment/Well Site	0.3 Gross Acres;
Lift Station	0.8 Gross Acres;
Right of Way / Landscape Corridors	45.3 Gross Acres.

*Parcel WB-30 includes 237 allocated HDR units, plus a density bonus of 118 HDR units, and Parcel WB-32 includes 128 allocated HDR units, plus a density bonus of 64 HDR units."

b. REVISED SECTION 2.6.2. Section 2.6.2 of the Development Agreement is revised in its entirety to read as follows:

"2.6.2. Multi Family Affordable Rental Units. Landowner agrees that five hundred and forty-seven (547) affordable rental units for low income households will be reserved within the Property, as follows:

Parcel	Total Units in Parcel incl. density bonus	Low Income Rental Units	Very Low Income Units
WB-30	355	355	0
WB-32	192	192	0
TOTAL	547	547	0

c. NEW SECTION 2.6.2.5. Section 2.6.2.5 is added to the Development Agreement to read as follows:

"2.6.2.5 Welfare Exemption. City acknowledges that if Landowner undertakes the affordable projects on Parcels WB-30 and/or WB-32, Landowner intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g), of the California Revenue and Taxation Code (the "Welfare Exemption"). Nothing in this Agreement shall prohibit Landowner from obtaining such Welfare Exemption, and the City agrees to provide all reasonable support and cooperation to Landowner in securing the Welfare Exemption."

d. REVISED SECTION 3.12.1. Section 3.12.1 of the Development Agreement is revised in its entirety to read as follows:

"3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 13.2 acres of active neighborhood parkland, and 36.6 acres of open space. The following two parcels, and one open space parcel, shall be dedicated to City as described below and shown in Exhibit "V":

1. An 8.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel WB-50;

2. A 4.5-acre, more or less, portion of the Property, for the purpose of a public park, shown as Parcel WB-51; and

3. A 36.6-acre, more or less, portion of the Property, for the purposes, of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel WB-80;

Landowner shall dedicate any park lands and open space Parcels within the Property provided that the Large Lot Final Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, bike trail grading, open space perimeter fencing, as may be required by the 404 Permit, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. Dedication of Preserve parcels shall be in accordance with Section 3.12.11.1 and the City's Open Space Preserve Overarching Management Plan. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity."

e. NEW SECTION 3.12.3.2. Section 3.12.3.2 is added to the Development Agreement to read as follows:

"3.12.3.2. Neighborhood Park In-Lieu Fee. In accordance with the revised park financing plan for the Property stemming from the re-designation of Parcel WB-52 from Park to a High Density Residential land use, Landowner, in addition to paying the Neighborhood Park Fee provided for in Section 3.12.3 above, shall pay a one-time neighborhood park in-lieu fee for Parcel WB-31 (the "Neighborhood Park In-Lieu Fee"), upon the issuance of each residential building permit within Parcel WB-31, to provide additional funding for neighborhood park improvements in the Plan Area, provided that the first building permit for development on Parcel WB-31 is issued by January 15, 2028. Such Neighborhood Park In-Lieu Fee shall total $510,000 collectively for the 293 High Density Residential units allocated to Parcel WB-31, and, if paid by

each building permit on Parcel WB-31 as provided for herein, shall be $1,740.61 per High Density Residential unit on Parcel WB-31 (but excluding carriage units, which shall not pay Neighborhood Park In-Lieu fees), subject to annual adjustment, on July 1, based on the percentage change in the CCI. If the first building permit for development on Parcel WB-31 is not issued by January 15, 2028, then Landowner, instead of paying the per-building permit Neighborhood Park In-Lieu Fee provided for in this Section 3.12.3.2, shall pay lump sum payments of $170,000 on January 31, 2028, June 30, 2028, and January 15, 2029, with each payment subject to annual adjustment on July 1, based on the percentage change in the CCI. In any event, the full Neighborhood Park In-Lieu Fee amount of $510,000, subject to the annual CCI adjustment, shall be paid in full by January 15, 2029. "

f. REVISED EXHIBITS. The following exhibits attached to the Development Agreement are proposed to be deleted and replaced by new exhibits attached to this Third Amendment as follows:

Exhibit C	-----	Annexation Area and Plan Area (Parcel WB-52 land use)
Exhibit E	-----	Land Use Plan (Parcel WB-52 land use)
Exhibit F	-----	Affordable Housing Sites (Parcel WB-52 land use)
Exhibit G	-----	Phasing Plan (Parcel WB-52 land use)
Exhibit H	-----	Road Improvements (Parcel WB-52 land use)
Exhibit I	-----	Traffic Signals (Parcel WB-52 land use)
Exhibit J	-----	Sewer Facilities (Parcel WB-52 land use)
Exhibit K-1	-----	Wastewater Facilities for Reimb. (Parcel WB-52 land use)
Exhibit L	-----	Groundwater Well (Parcel WB-52 land use)
Exhibit N	-----	Water Facilities (Parcel WB-52 land use)
Exhibit P	-----	Recycled Water Facilities (Parcel WB-52 land use)
Exhibit Q	-----	Recycled Water Facilities for Reimb. (Parcel WB-52 land use)
Exhibit S	-----	Post Develop. 100 Year Floodplain (Parcel WB-52 land use)
Exhibit T	-----	Electric Utility Improvements (Parcel WB-52 land use)
Exhibit U	-----	60kV Easement Area (Parcel WB-52 land use)
Exhibit V	-----	Parks and Open Space (Parcel WB-52 land use)
Exhibit W	-----	Parks Financing Plan
Exhibit X	-----	Bikeway Master Plan (Parcel WB-52 land use)
Exhibit Y	-----	Open Space Preserve Areas (Parcel WB-52 land use)

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Third Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT. This Third Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AGREEMENT. This Third Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Third Amendment in duplicate by its City Manager as attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the _____ day of _____, 2023.

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

By: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Mike Isom
Development Services Director

LANDOWNER:

PINE ISLAND APARTMENTS, LLC
an Indiana limited liability company

By:_____
Scott I. Canel
Manager

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 ILLINOIS

County of LAKE

On AUGUST 28, 2023, before me, LORI OGAREK, NOTARY PUBLIC
(Here insert Name and Title of Officer)

personally appeared SCOTT I. CANEL,
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~~ Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

OFFICIAL SEAL
LORI OGAREK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/02/2027

Lori Ogarek
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

EXHIBIT "A"
LEGAL DESCRIPTION of PARCELS
WB-30, WB-32, AND WB-52
THIRD AMENDMENT PROPERTY

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lots 1 and 2 as said lots are shown and so designated on that certain final map entitled "Westbrook Phases 2 & 3, filed in Book DD of Maps, Page 79, Placer County Records and amended by Certificate of Correction recorded March 21, 2017, as Instrument No. 2017-0020719, Official Records.

Together with,

Lot 8 as said lot is shown and so designated on that certain final map entitled "Westbrook Phases 2 & 3, filed in Book DD of Maps, Page 79, Placer County Records and amended by Certificate of Correction recorded March 21, 2017, as Instrument No. 2017-0020719, Official Records.

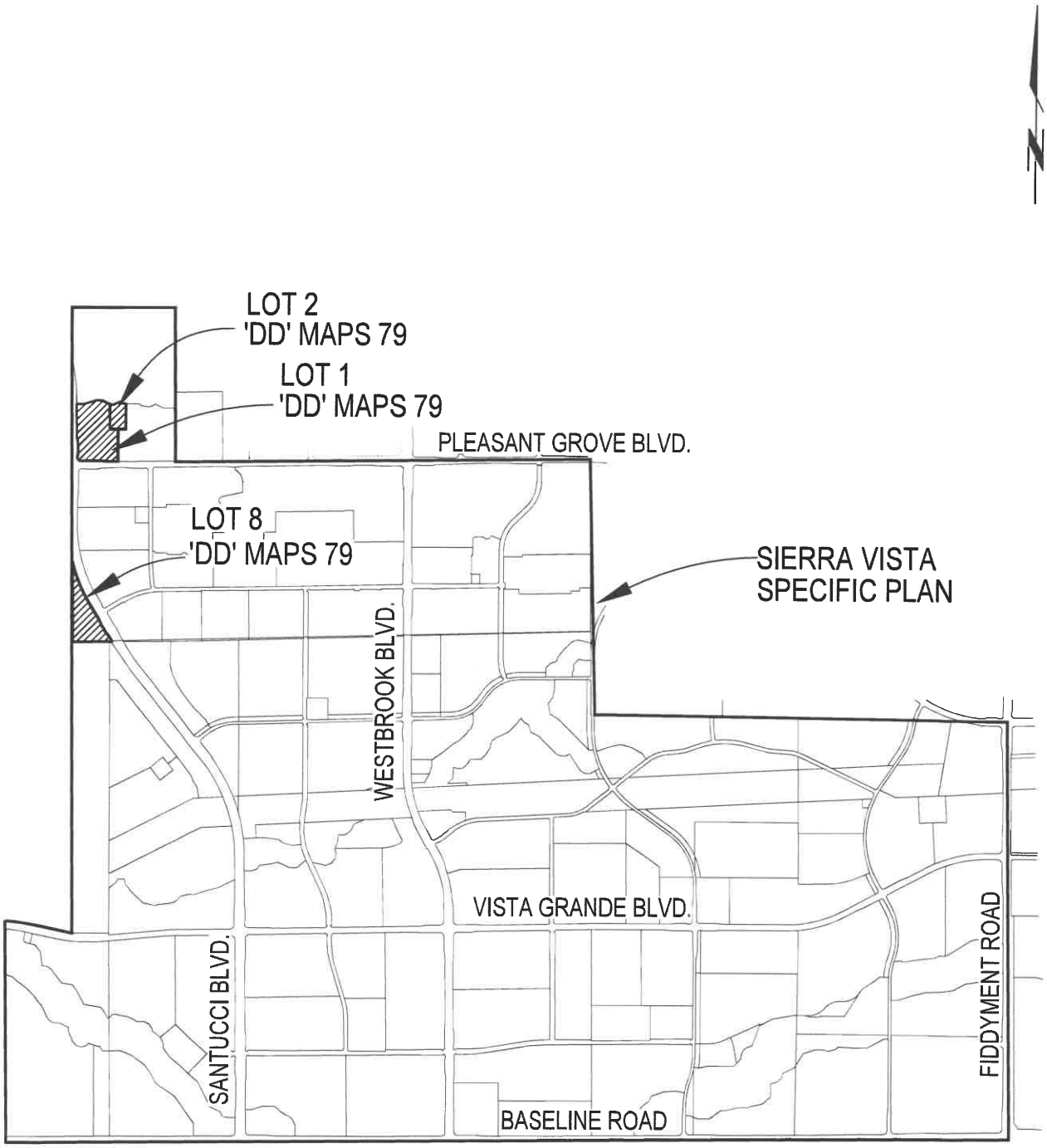

EXHIBIT 'B'

DIAGRAM OF THE THIRD AMENDMENT PROPERTY

3rd AMENDMENT TO DEVELOPMENT AGREEMENT
SIERRA VISTA SPECIFIC PLAN JULY 2023

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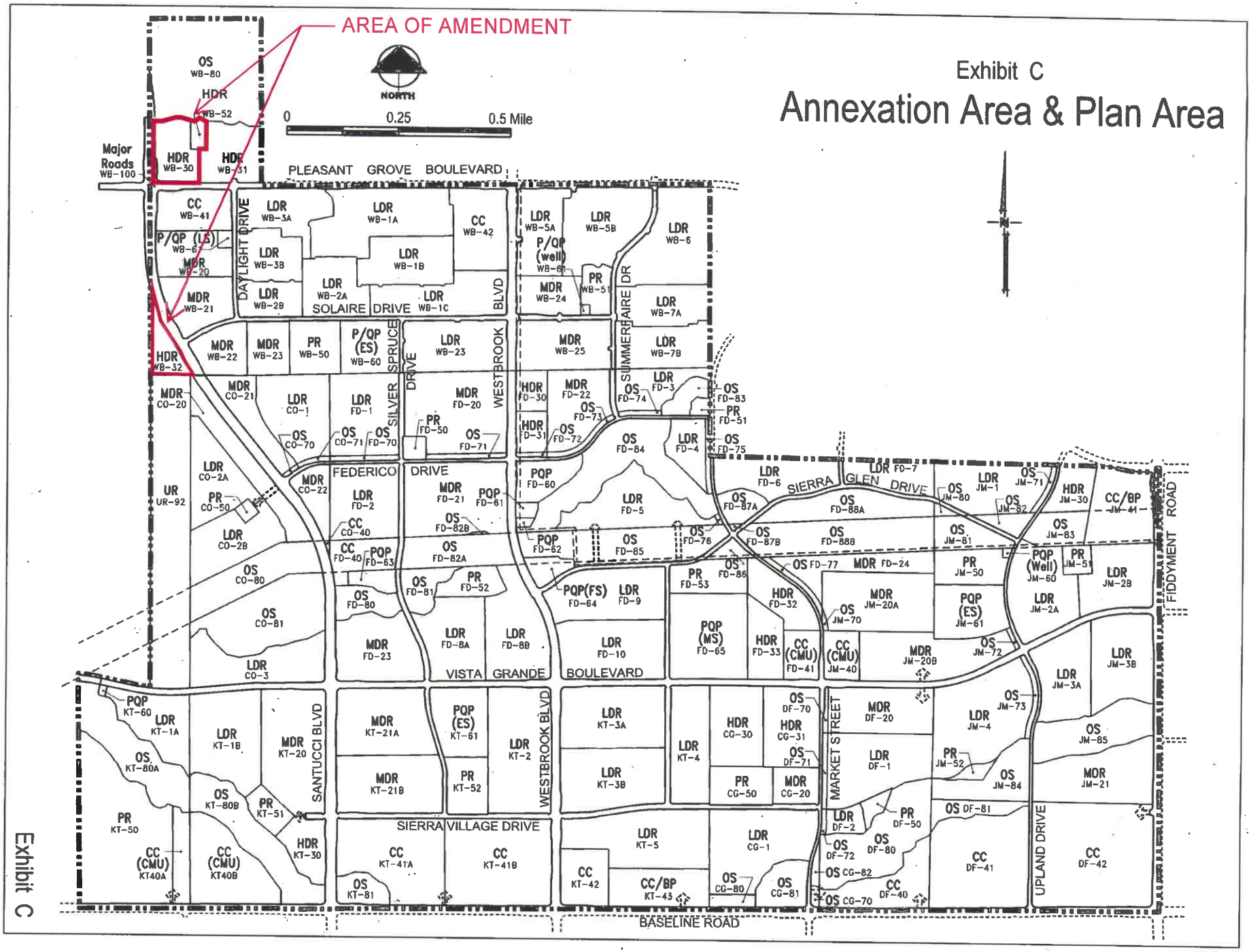

AREA OF AMENDMENT
NORTH
0
0.25
0.5 Mile
Exhibit C
Annexation Area & Plan Area
Major Roads
PLEASANT GROVE BOULEVARD
DAYLIGHT DRIVE
SOLAIRE DRIVE
SILVER SPRUCE DRIVE
WESTBROOK BLVD
SUMMERFAIRE DR
FEDERICO DRIVE
SIERRA GLEN DRIVE
FIDDYMENT ROAD
VISTA GRANDE BOULEVARD
SANTUCCI BLVD
WESTBROOK BLVD
MARKET STREET
SIERRA VILLAGE DRIVE
UPLAND DRIVE
BASELINE ROAD
Exhibit C

Exhibit E

Land Use Plan

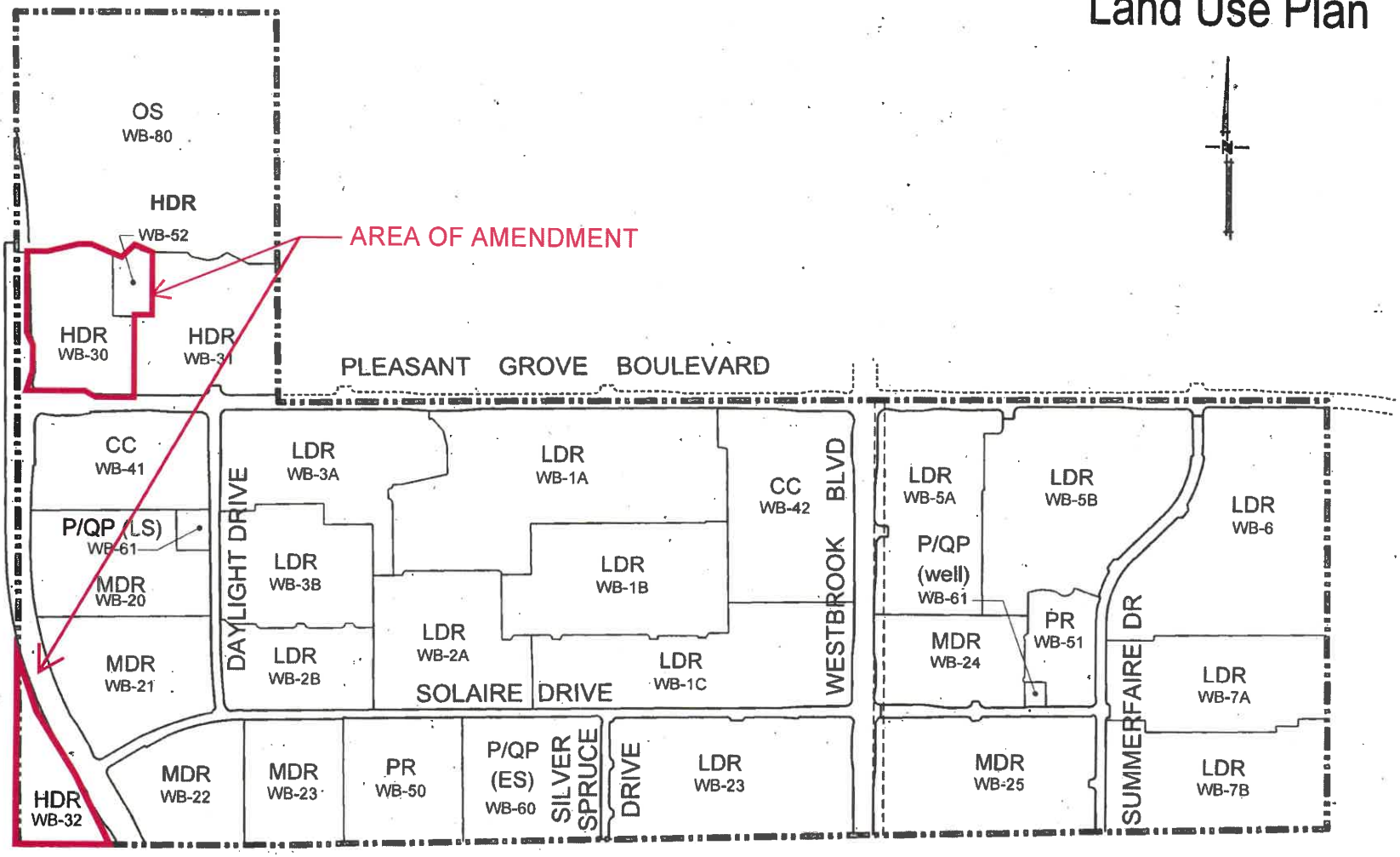
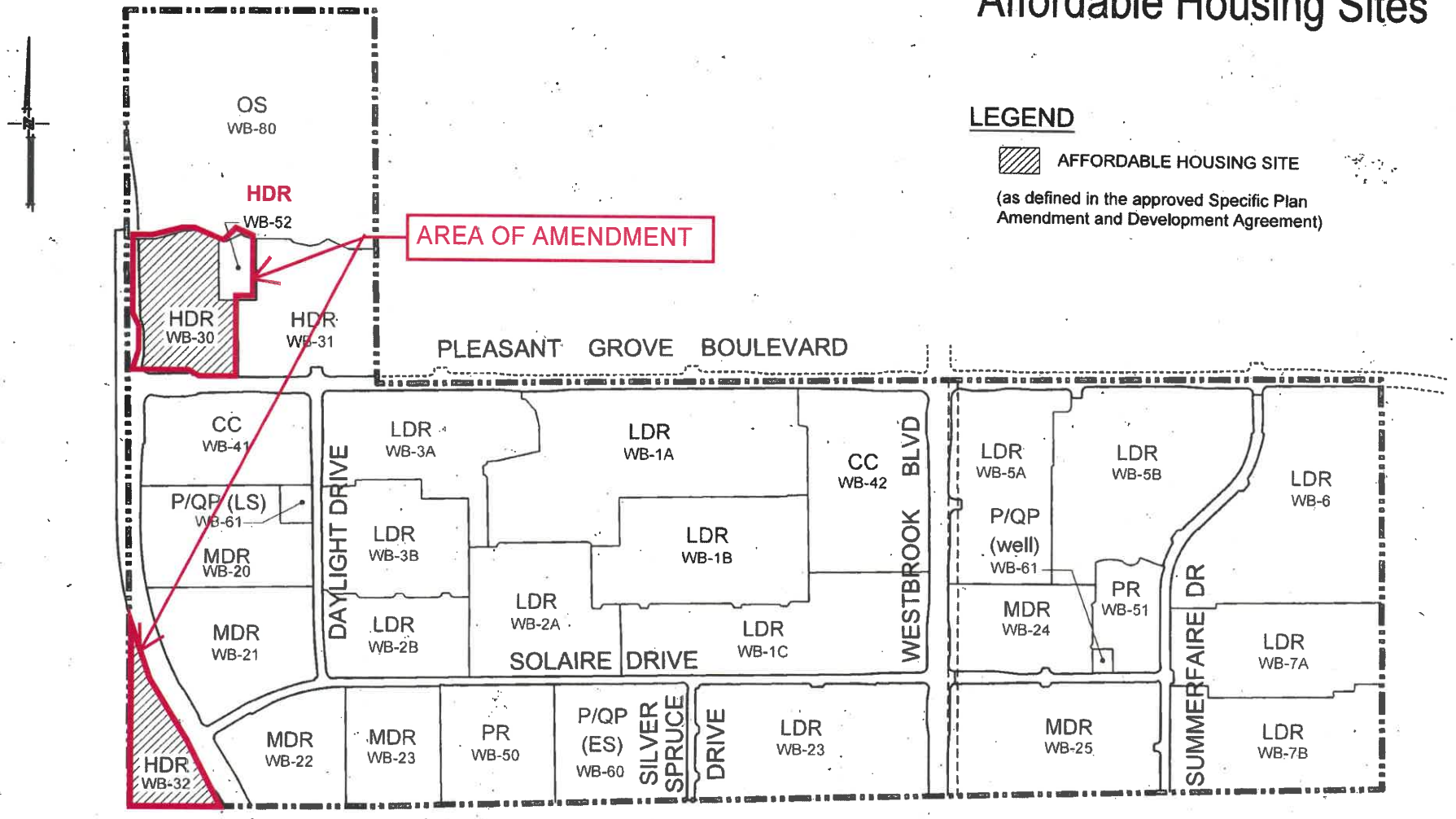


Exhibit E

Exhibit F

Affordable Housing Sites



LEGEND

AFFORDABLE HOUSING SITE

(as defined in the approved Specific Plan Amendment and Development Agreement)

Exhibit F

Exhibit G

Phasing Plan

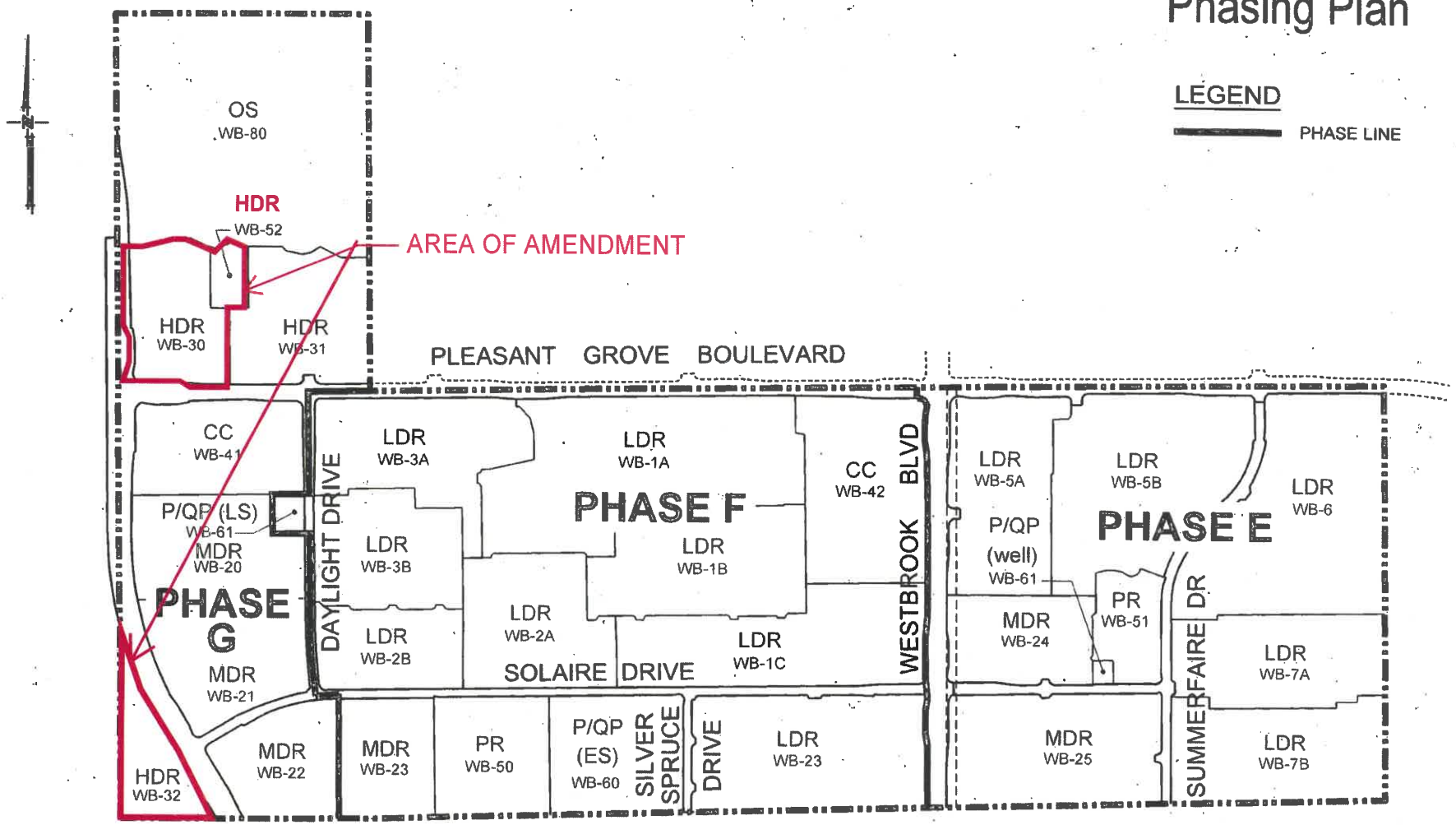


Exhibit G

Exhibit H

Road Improvements

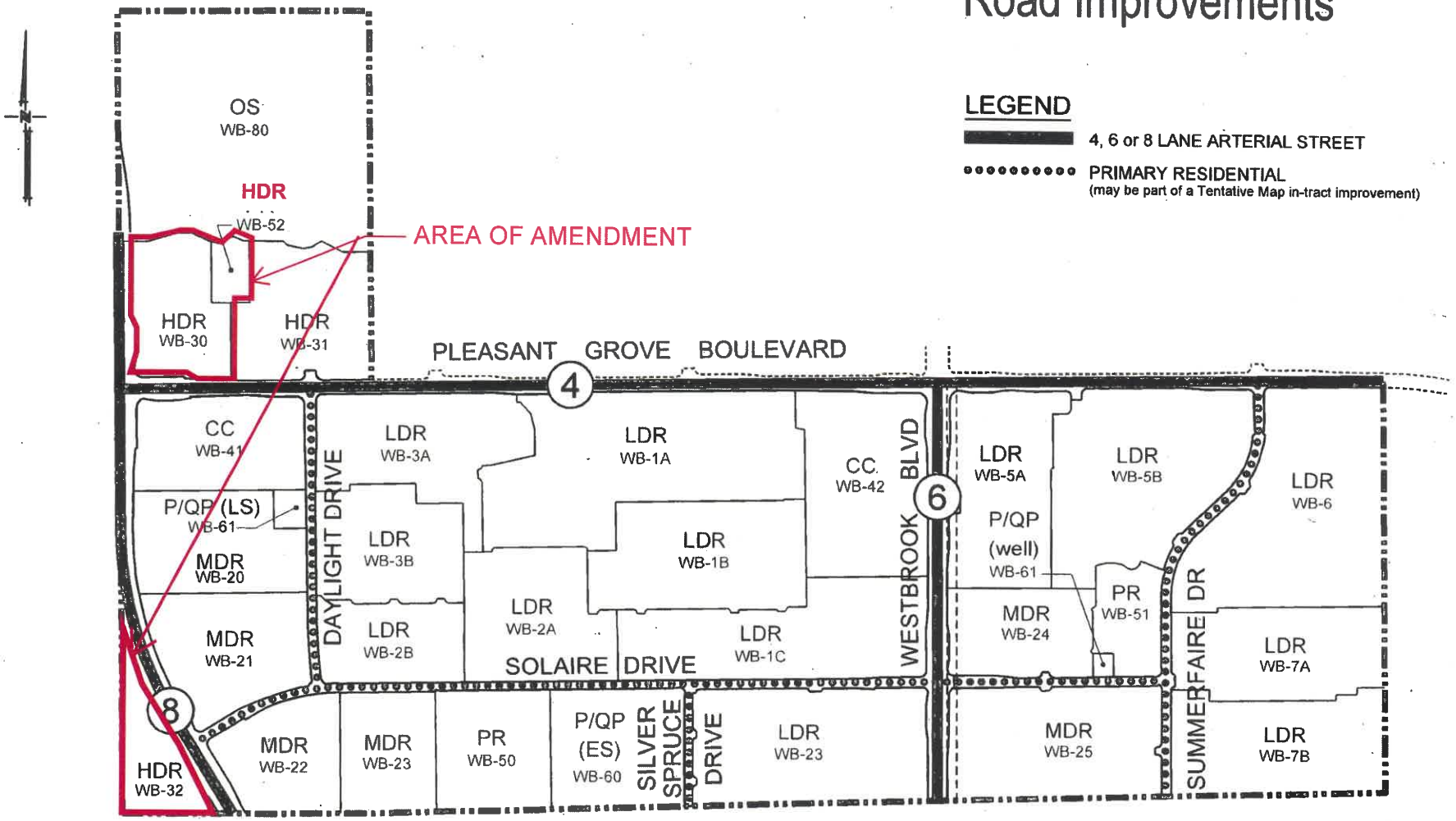


Exhibit H

Exhibit I

Traffic Signals

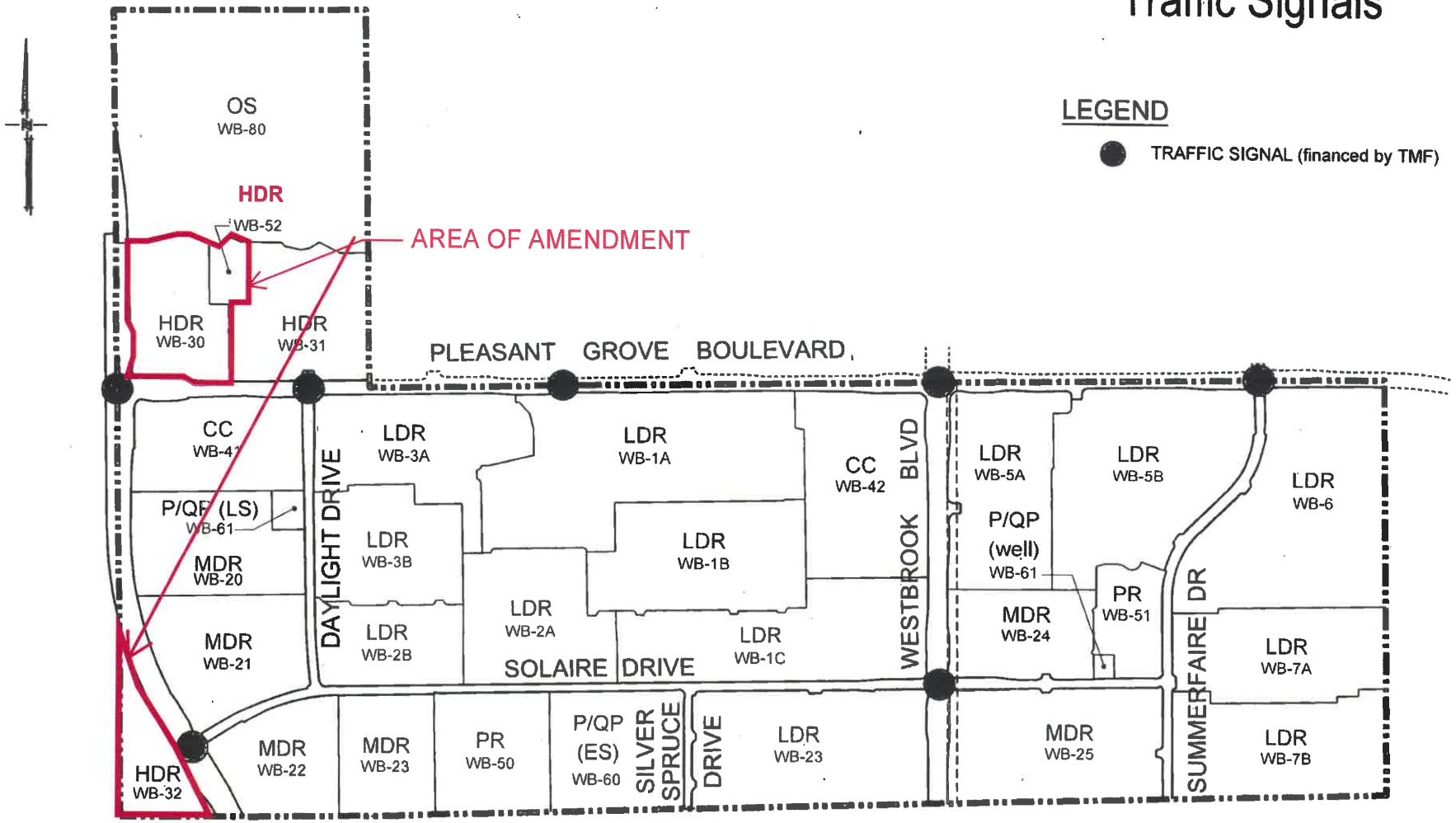


Exhibit I

Exhibit J

Sewer Facilities

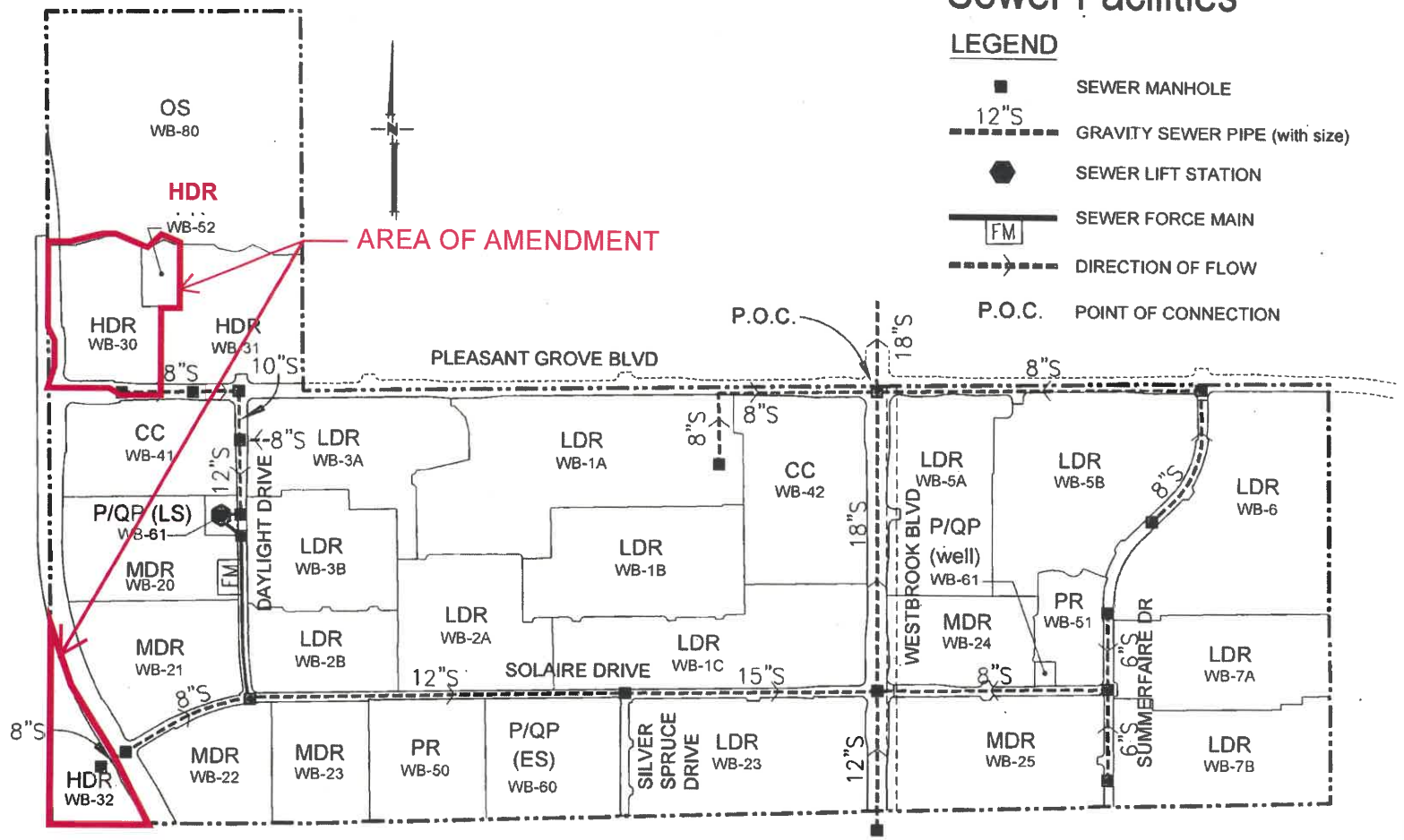


Exhibit J

Exhibit K-1

Wastewater Facilities for Reimbursement

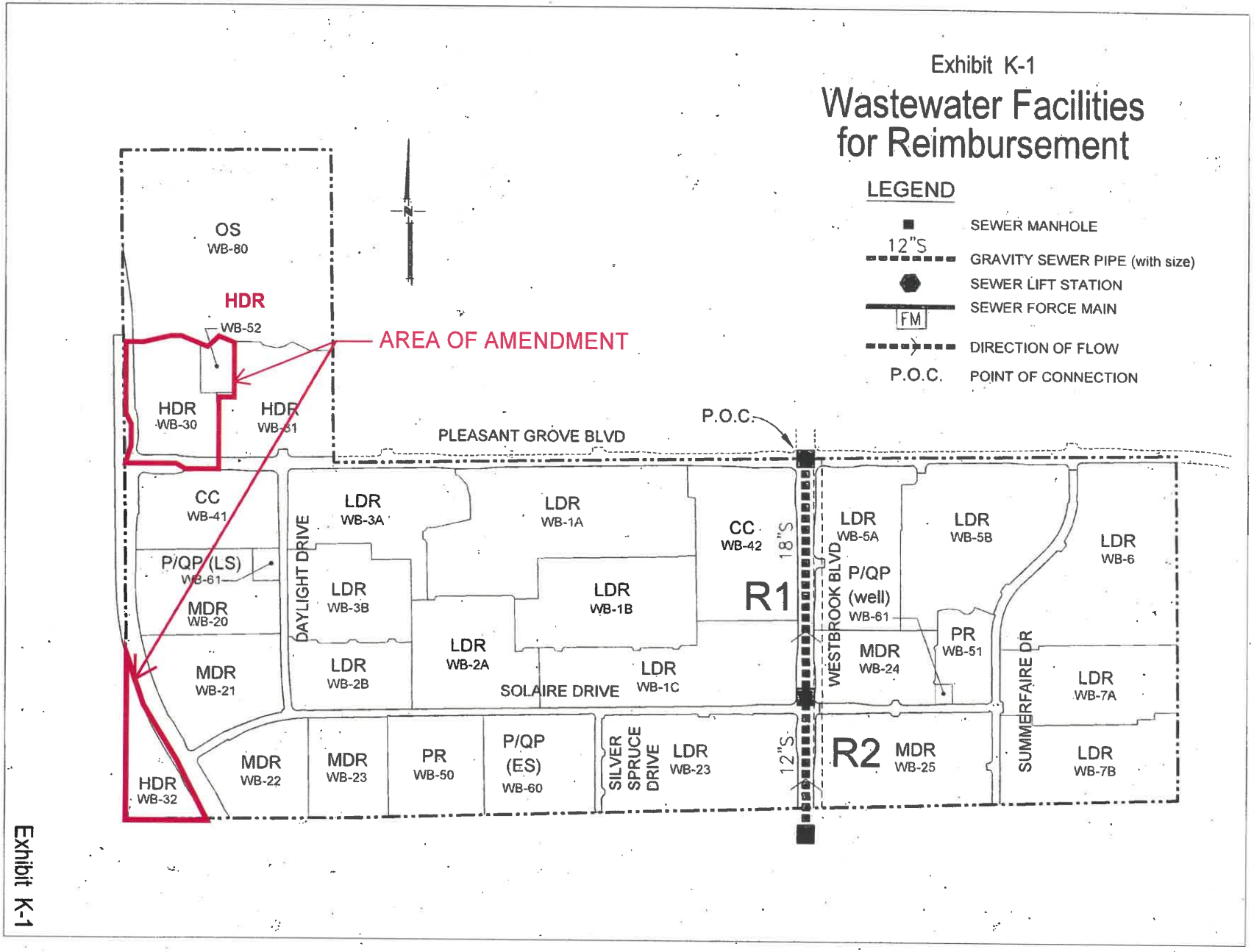


Exhibit K-1

Exhibit L

Groundwater Well

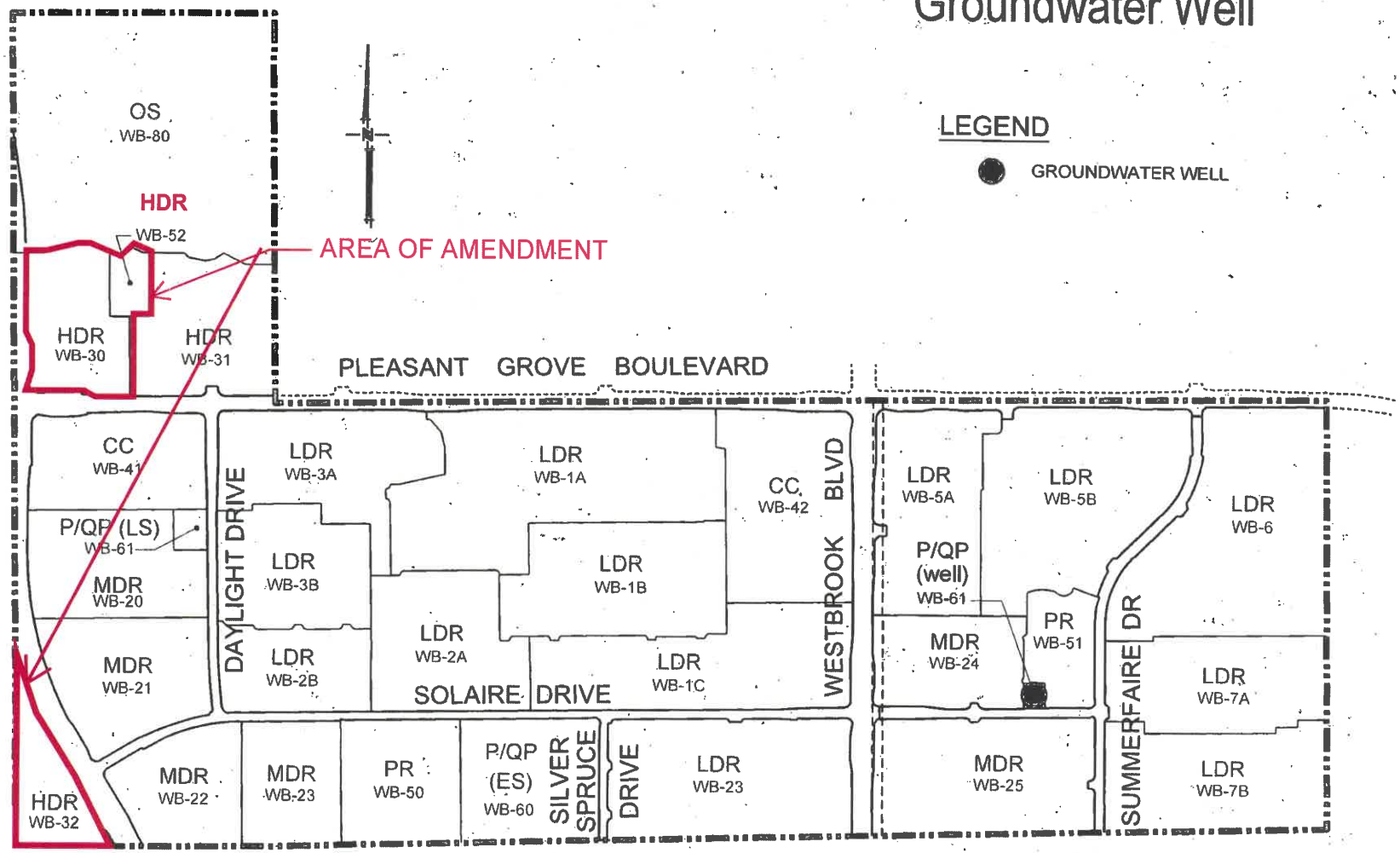


Exhibit L

Exhibit N

Water Facilities

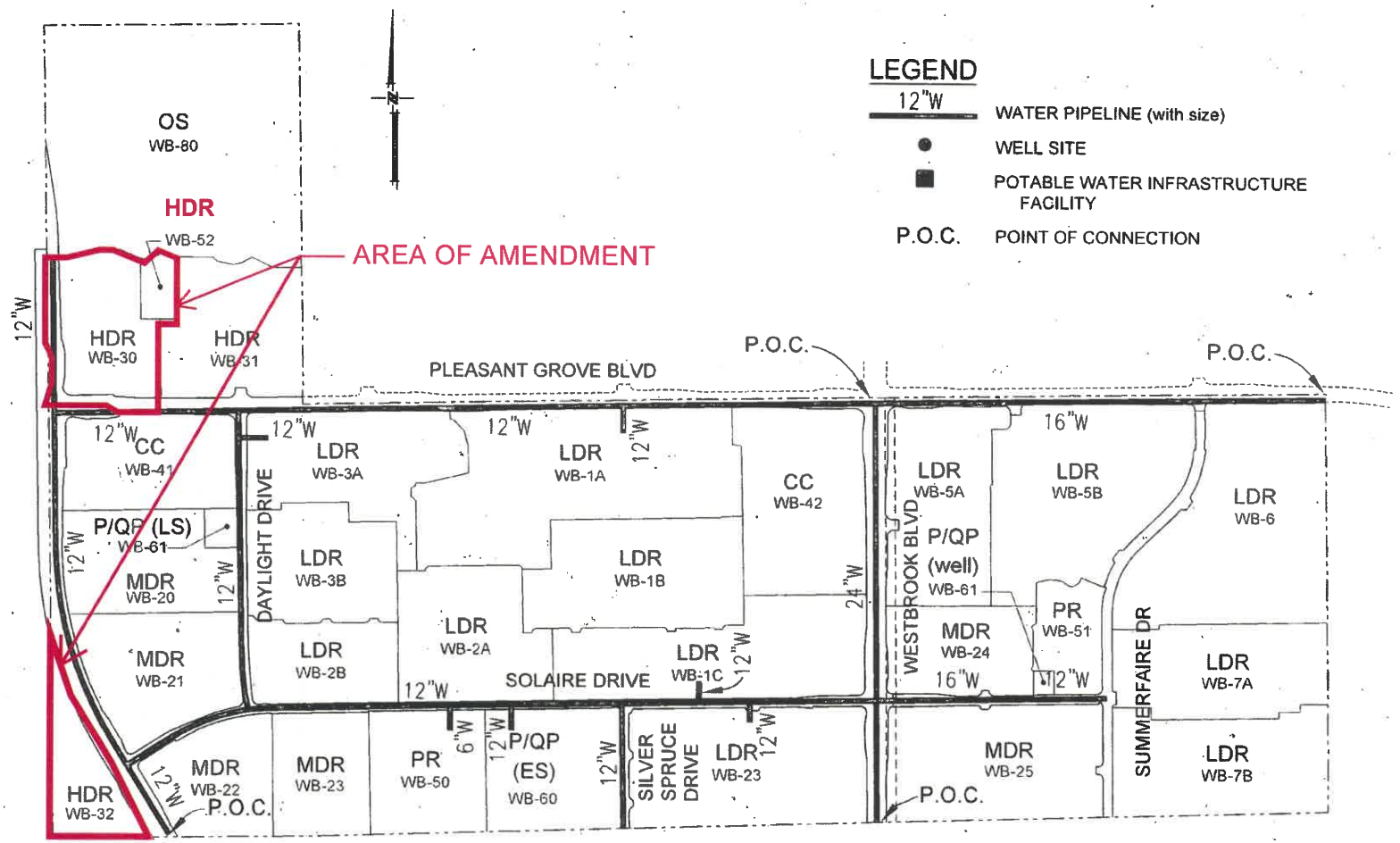


Exhibit N

wp

Exhibit P

Recycled Water Facilities

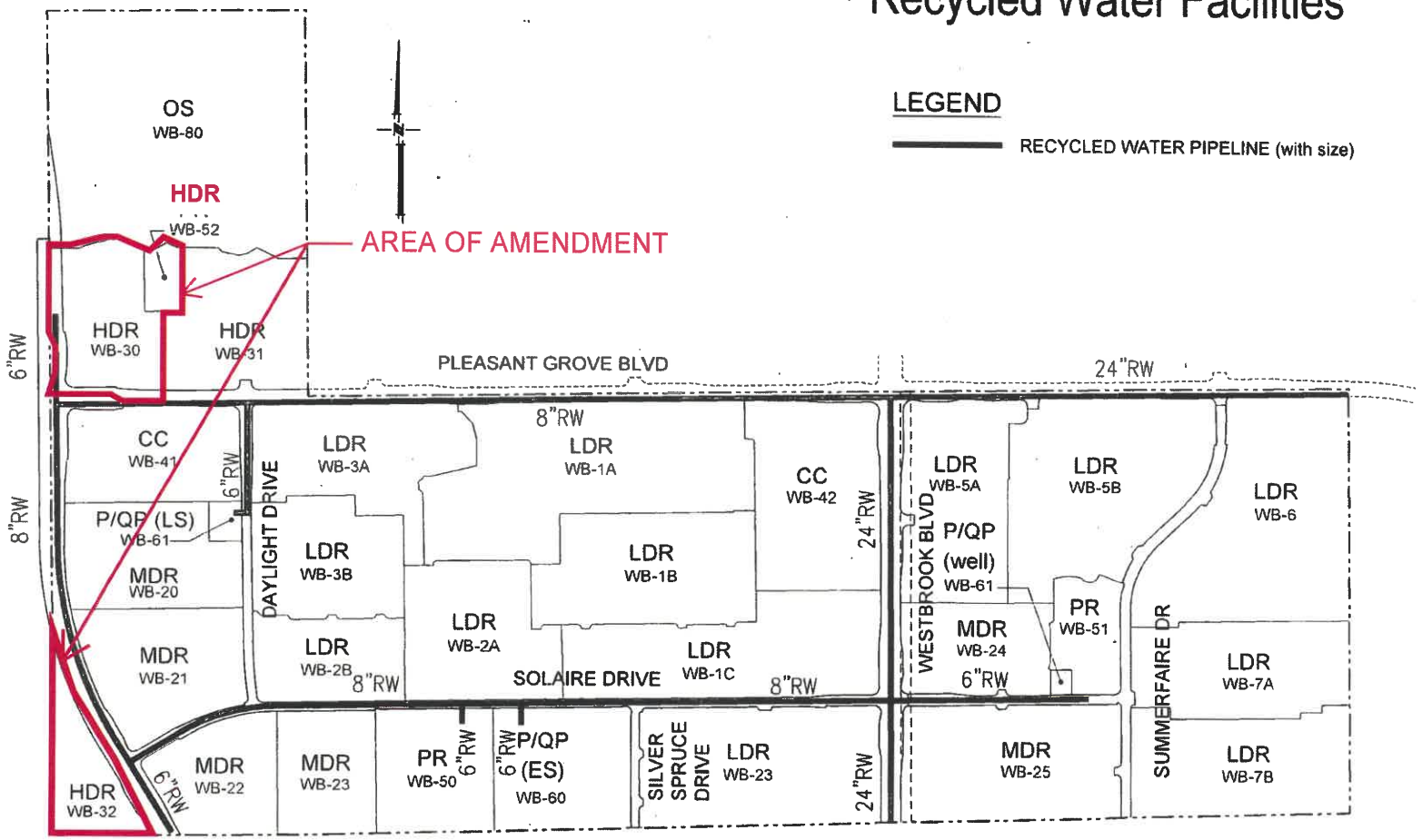
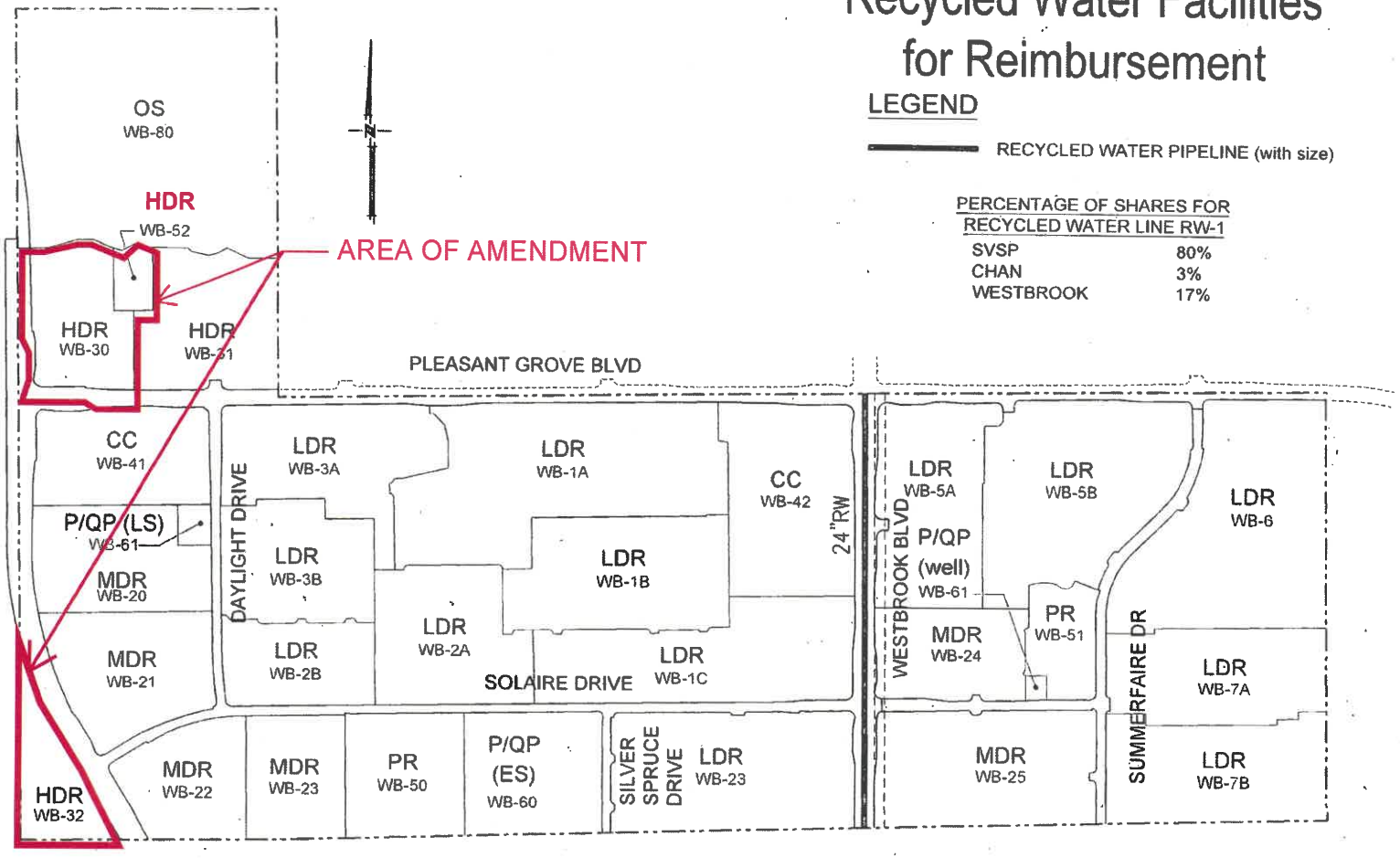


Exhibit P

Exhibit Q

Recycled Water Facilities for Reimbursement



LEGEND

RECYCLED WATER PIPELINE (with size)

PERCENTAGE OF SHARES FOR RECYCLED WATER LINE RW-1

SVSP	80%
CHAN	3%
WESTBROOK	17%

Exhibit Q

Exhibit R

Storm Drainage Facilities

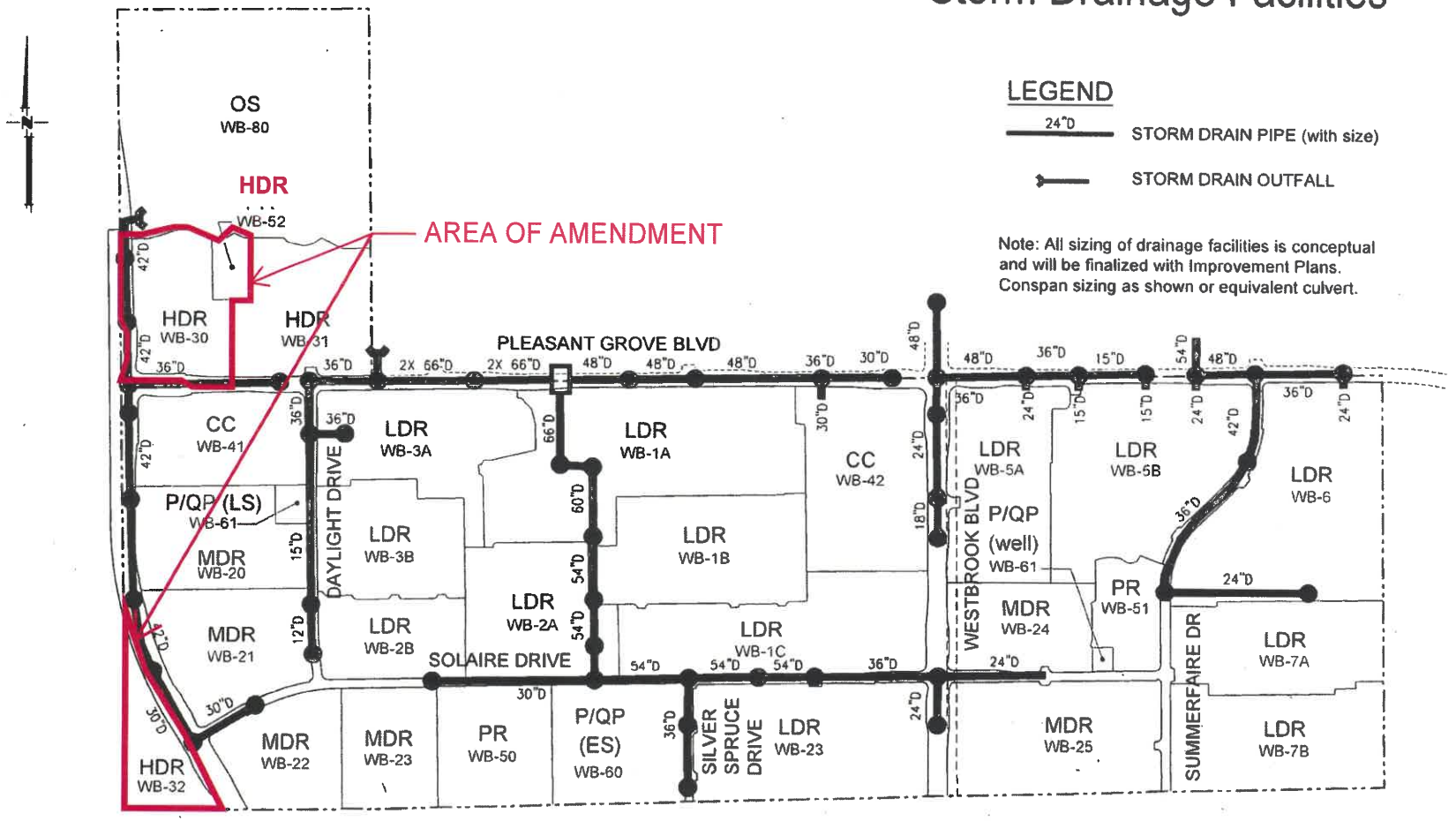


Exhibit R

Exhibit S

Post Development 100 Year Floodplain

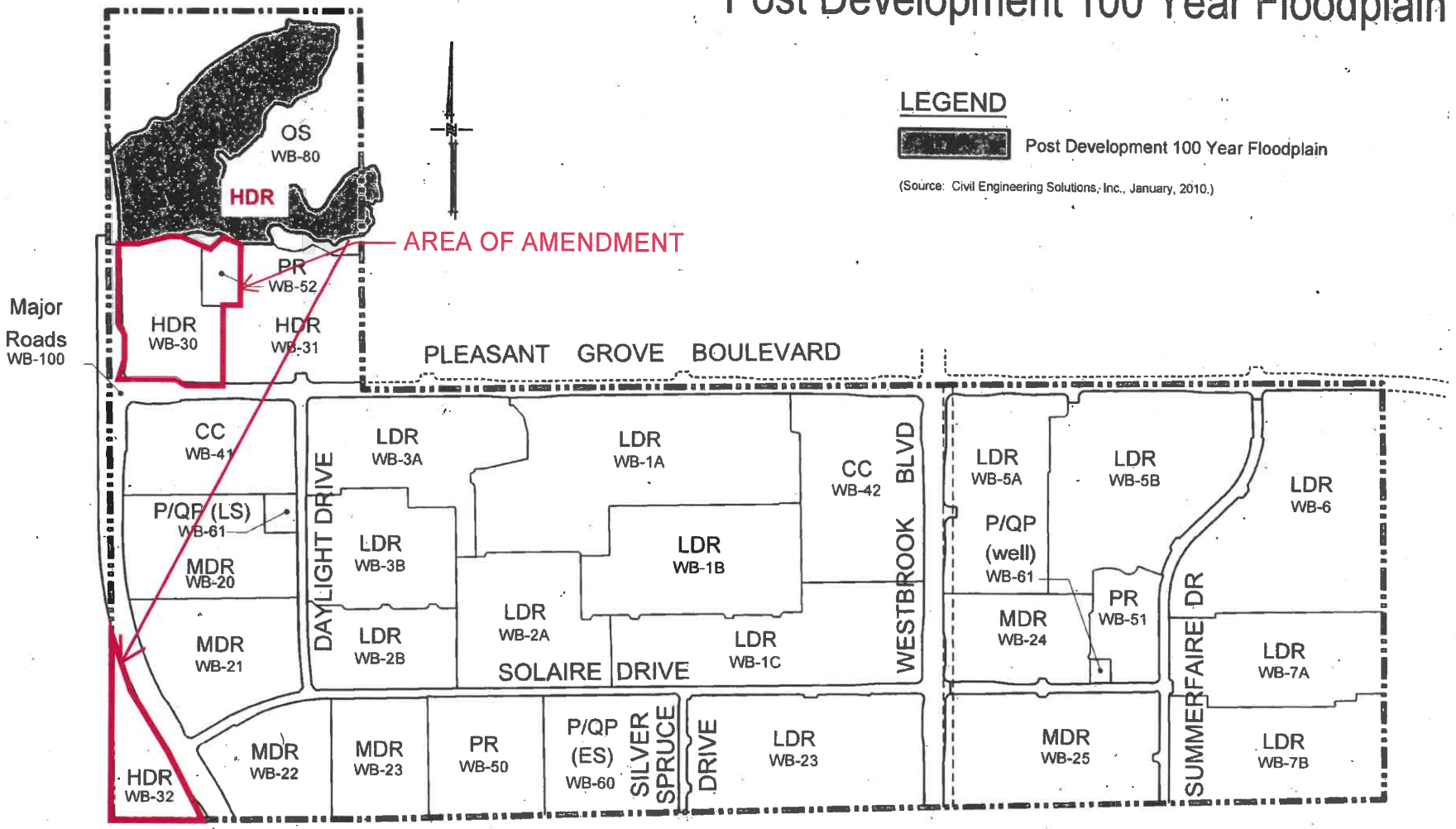


Exhibit S

Exhibit T

Electric Utility Improvements

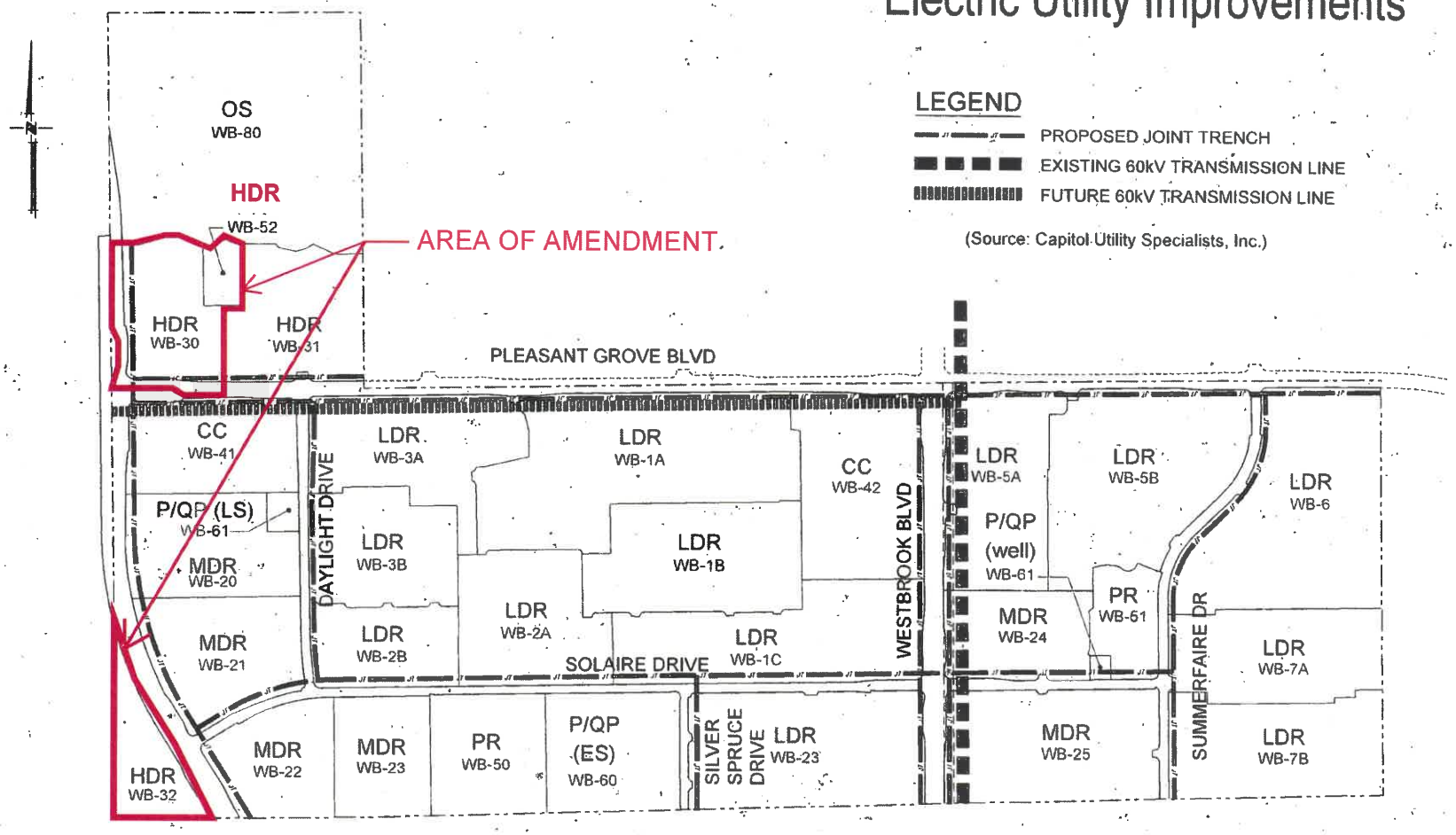


Exhibit T

Exhibit U

60kV Easement Area

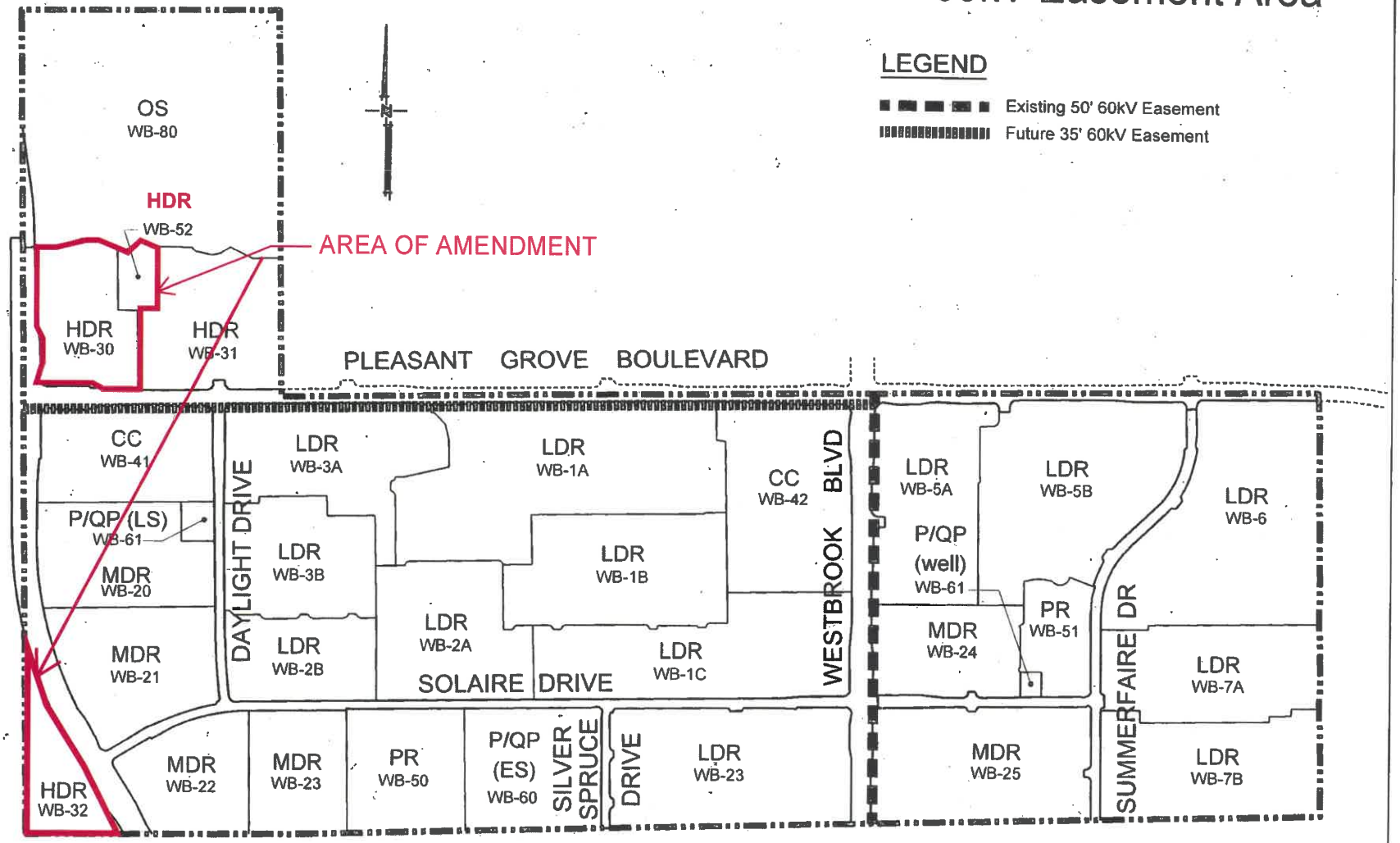


Exhibit U

Exhibit V

Parks and Open Space

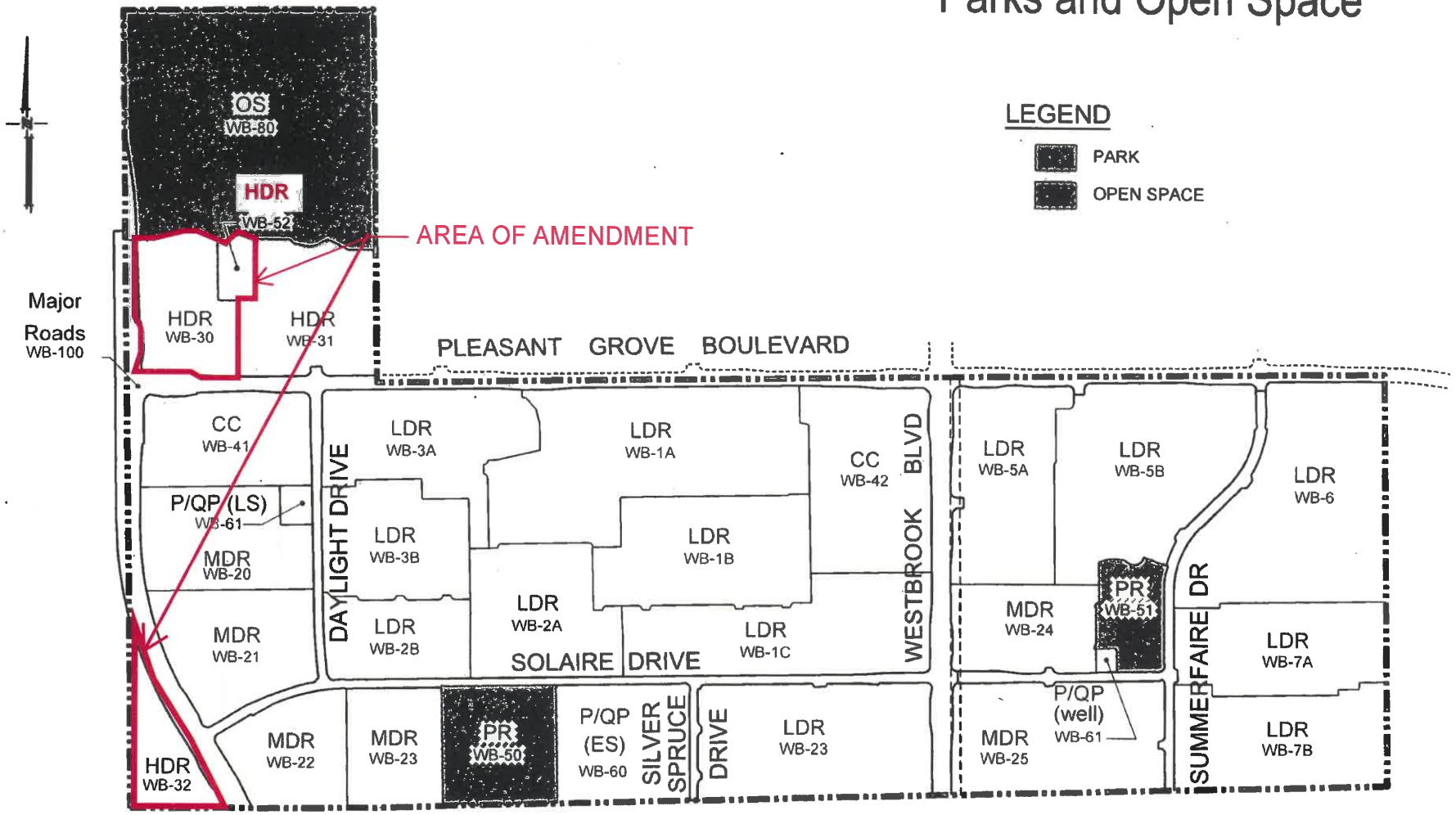


Exhibit V

EXHIBIT W

Chapter 9: Parks and Recreation

The City of Roseville's Parks and Recreation Master Plan requires a ratio of 9 acres of parkland per 1,000 residents. The 9 acres of parkland includes; 3 acres/1,000 residents for neighborhood/community parks, 3 acres/1,000 residents for citywide parks, and 3 acres/1,000 residents for open space. For Westbrook, this generates a requirement to provide 14.6 acres in each of these categories.

The parks program developed for Westbrook includes 14.6 acres of neighborhood parks, no citywide park, and 7.3 acres of credited open space. The project meets the neighborhood park dedication requirement with 14.6 acres. The project will pay a Citywide Park in-lieu fee for 14.6 acres of parkland that is required by the parks Master Plan, and an open space in-lieu fee for 7.3 acres (the shortfall between required and credited open space). This project will not have a citywide park in the plan, but through the in-lieu fee and the citywide park fee, it will contribute to the creation of other planned facilities in the City. **Table 9-1** shows the required park acreage under the City's current Master Plan and project population assumptions. The City will be responsible for the construction of all the parks.

Three neighborhood parks have been distributed throughout the project to maximize efficiency and need. **Map 2-1** shows the location of the neighborhood parks in the Westbrook project.

Parks Improvements

Facility Costs

Table 9-2 shows the total estimated park facility costs. The neighborhood parks program costs are estimated at roughly $3.0 million. The cost of the parks and recreation facilities include, but are not limed to, the following types of facilities:

- Landscaping
- Restrooms
- Parking
- Recreational fields
- Playgrounds
- Picnic areas

Detailed park improvements and costs are provided by MacKay & Somps in a separate report.

Phasing

The development of Phase A would have park improvements that correspond to the amount of initial residential development. These improvements include one neighborhood/community park at a size of 4.4 acres. The estimated facilities costs for the park improvements for Phase A is approximately $910,000.

Table 9-1
Westbrook Financing Plan
Parks Acreage

Park Type	Assumptions	Acres Required	Acres Provided/Credited	Surplus/ (Deficit)
Population	*4,858*			
Neighborhood Park	3 acres/1,000 pop.	14.6	~~14.6~~ 13.1	0.0
Citywide Park	3 acres/1,000 pop.	14.6	0	(14.6)
Open Space	3 acres/1,000 pop.	14.6	7.3	(7.3)
Total Parks		**43.8**	~~21.9~~ 20.4	

Source: Westbrook Land Use Plan, 10/28/15

Table 9-2
Westbrook Financing Plan
Neighborhood Park Costs (2011$)

Item	Phase A		Buildout	
	Acres/ Facility	Amount	Acres/ Facility	Amount
Neighborhood Parks	4.4	$910,404	~~14.6~~ 13.1	$3,032,255

Source: MacKay & Somps, Park-Paseo-Trail Cost Estimates 12/2/2011.
Note: All park costs include estimates of a 15% Contingency and 13% Soft Costs.

Funding Strategy

Existing Fee Programs

The neighborhood/community park impact fee funds the neighborhood/community park improvements in Westbrook. **Table 9-3** creates an updated fee for the Westbrook project by allocating the total neighborhood/community park improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household that vary by unit size. **Table 9-4** shows the neighborhood park revenue by Phase A and Buildout.

There will be two citywide park fees. One fee will be to fund citywide park construction and the other is an in-lieu fee because Westbrook has a shortfall in citywide land dedication. The fee was calculated by using the City's current construction portion of its fee and then allocating it across the housing units to create a tiered fee. Using this approach, the base fee and revenue estimate for park construction was determined to be $2,515,122 and **Table 9-5** allocates that revenue across the units for the tiered rate.

The citywide land in-lieu fee has been established in accordance with City standards for in-lieu fees and will go towards citywide park improvements or citywide park land within the City. **Table 9-6** estimates the total cost of Westbrook's obligation for land dedication. The cost is then allocated across the residential units on a person per household basis to establish the fee in **Table 9-7**.

Table 9-8 shows the citywide park construction fee and citywide in-lieu fee revenues for Phase A and Buildout.

Table 9-3
Westbrook Financing Plan
Public Facilities Cost Allocation: Neighborhood/Community Park Costs (2011$)

Item	Land Uses		Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$892,584	$9,577	$1,848
Low Density (Age-Restricted)	91.6	493	$644,384	$7,035	$1,307
Medium Density	56.4	433	$683,707	$12,122	$1,579
High Density	24.1	620	$811,580	$33,676	$1,309
Subtotal Residential	**265.3**	**2,029**	**$3,032,255**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-4
Westbrook Financing Plan
Park Fee Revenue by Phase (Neighborhood/Community Park Component)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	$1,848	$728,112	$892,584
Low Density (Age-Restricted)	$1,307	$0	$644,384
Medium Density	$1,579	$241,587	$683,707
High Density	$1,309	$0	$811,580
Subtotal Residential		**$969,699**	**$3,032,255**
Nonresidential			
Community Commercial		$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue (Park)		**$969,699**	**$3,032,255**

Table 9-5 (previously 9-6)
Westbrook Financing Plan
Citywide Park Construction (2011$)

Item	Land Uses		Citywide Park Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$742,854	$7,971	$1,538
Low Density (Age-Restricted)	91.6	493	$527,506	$5,759	$1,070
Medium Density	56.4	433	$568,962	$10,088	$1,314
High Density	24.1	620	$675,800	$28,041	$1,090
Subtotal Residential	**265.3**	**2,029**	**$2,515,122**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-6 (previously 9-7)
Westbrook Financing Plan
Citywide Park Acre In-Lieu Fee

Item	Costs		
	Acres	Cost per Acre	Total
Citywide Park In-Lieu	14.6	$135,000	$1,971,000
Total			**$1,971,000**

Table 9-7 (previously 9-8)
Westbrook Financing Plan
Citywide Park In-Lieu Fee (2011$)

Item	Land Uses		Citywide Park In-Lieu Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$582,498	$6,250	$1,206
Low Density (Age-Restricted)	91.6	493	$413,032	$4,509	$838
Medium Density	56.4	433	$445,990	$7,908	$1,030
High Density	24.1	620	$529,480	$21,970	$854
Subtotal Residential	**265.3**	**2,029**	**$1,971,000**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-8 (previously 9-9)
Westbrook Financing Plan
Fee Revenue by Phase (Citywide Park Construction and In-Lieu)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
CITYWIDE FEE - CONSTRUCTION			
Residential			
Low Density	$1,538	$742,854	$742,854
Low Density (Age-Restricted)	$1,070	$0	$527,506
Medium Density	$1,314	$201,042	$568,962
High Density	$1,090	$0	$675,800
Subtotal Residential		**$943,896**	**$2,515,122**
Nonresidential			
Community Commercial	n/a	$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue (Construction)		**$943,896**	**$2,515,122**
CITYWIDE PARK LAND FEE - IN-LIEU			
Residential			
Low Density	$1,206	$475,164	$582,498
Low Density (Age-Restricted)	$838	$0	$413,032
Medium Density	$1,030	$157,590	$445,990
High Density	$854	$0	$529,480
Subtotal Residential		**$632,754**	**$1,971,000**
Nonresidential			
Community Commercial	n/a	$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue (In-Lieu)		**$632,754**	**$1,971,000**

Open Space In-Lieu

The Westbrook project is receiving a credit of 7.3 acres towards its 14.6 acre requirement for the 36.6 acres of open space that is to be dedicated. This leaves a dedication shortfall of 7.3 acres. An open space in-lieu fee is estimated in this report using the most recent appraisal done by the City for the Sierra Vista SP. The open space land is then estimated at 20% of the value of developable land the appraisal determined. **Table 9-9** shows the estimated in-lieu total for the shortfall of provided open space.

Table 9-10 creates a Westbrook project open space in-lieu fee by allocating the total value of the dedication shortfall across the different residential land uses based on the persons per household that vary by unit size. **Table 9-11** shows the open space in-lieu fee revenues for Phase A and Buildout.

Table 9-9 (previously 9-10)
Westbrook Financing Plan
Open Space Land In-Lieu Fee

		Costs	
Item	**Acres**	**Cost per Acre [1]**	**Total**
Open Space In-Lieu	7.3	$27,000	$197,100
Total			**$197,100**

[1] Estimate based on Sierra Vista Appraisal and valued at 20% of developable land.

Table 9-10 (previously 9-11)
Westbrook Financing Plan
Open Space In-Lieu Fee (2011$)

	Land Uses		Open Space In-Lieu Cost Allocation		
Item	**Developable Acres**	**Units/ Sq. Ft.**	**Assigned Cost**	**per Acre**	**per Unit/ Sq. Ft.**
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$61,824	$663	$128
Low Density (Age-Restricted)	91.6	493	$32,279	$352	$65
Medium Density	56.4	433	$47,197	$837	$109
High Density	24.1	620	$55,800	$2,315	$90
Subtotal Residential	**265.3**	**2,029**	**$197,100**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-11 (previously 9-12)
Westbrook Financing Plan
Fee Revenue by Phase (Open Space In-Lieu)

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	$128	$50,432	$61,824
Low Density (Age-Restricted)	$65	$0	$32,279
Medium Density	$109	$16,677	$47,197
High Density	$90	$0	$55,800
Subtotal Residential		**$67,109**	**$197,100**
Nonresidential			
Community Commercial	n/a	$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue		**$67,109**	**$197,100**

Bike Trail Improvements

In the Westbrook project, the bike trail system is integrated within the open space parcel. The bike trail runs along the open space corridor. **Map 1-2** illustrates the proposed bike trail in the project.

Facility Costs

Table 9-12 shows the total estimated bike trail improvement costs. The bike trail costs are estimated at roughly $98,800. The rough grading of the bike trail is the obligation of the adjacent parcel and will be completed with the grading of the parcel, either in its entirety or consistent with any proposed phasing of the parcel. The cost of the bike trail improvements in include, but are not limited to, the following types of facilities:

- Bike Trail Entry Points
- Bike Trail and Shoulder
- Bike Trail Kiosks
- Post and Cable Fences

Detailed bike trail improvements and costs are provided by MacKay & Somps in a separate report.

Phasing

The development of Phase A would have no initial set of bike trail improvements.

Funding Strategy

Existing Fee Programs

The City's bike trail impact fee will fund the bike trail improvements throughout Westbrook and connect to adjacent developed bike trails. **Table 9-13** creates an updated fee for the Westbrook project by allocating the total bike trail improvement costs on a per residential unit basis. The costs were spread to the different residential land uses based on the persons per household factors that vary by unit size.

Table 9-14 shows the bike trail impact fee revenues for Phase A and Buildout. The developer will be responsible for grading the bike trail (with each phase of construction) and the City is responsible for construction the bike trails in the project. The City will construct the bike trails as funding is available.

Table 9-12 (previously 9-13)
Westbrook Financing Plan
Bike Trail Costs (2011$)

Item	Phase A	Buildout
Bike Trail	$0	$98,784
Total		**$98,784**

Source: MacKay & Somps, Park-Paseo-Trail Cost Estimates 8/8/2011
Note: All costs include estimates of a 20% Contingency and 20% Soft Costs.

Table 9-13 (previously 9-14)
Westbrook Financing Plan
Public Facilities Cost Allocation: Bike Trail Costs (2011$)

Item	Land Uses		Bike Trail Cost Allocation		
	Developable Acres	Units/ Sq. Ft.	Assigned Cost	per Acre	per Unit/ Sq. Ft.
Formula	*A*	*B*	*C*	*D = C/A*	*E = C/B*
Residential					
Low Density	93.2	483	$27,531	$295	$57
Low Density (Age-Restricted)	91.6	493	$25,236	$276	$51
Medium Density	56.4	433	$21,217	$376	$49
High Density	24.1	620	$24,800	$1,029	$40
Subtotal Residential	**265.3**	**2,029**	**$98,784**		
Nonresidential					
Community Commercial	24.5	266,805			
Subtotal Nonresidential	**24.5**	**266,805**			
Total Westbrook	**289.8**				

Table 9-14 (previously 9-15)
Westbrook Financing Plan
Bike Trail Revenue by Phase

Item	Fee Per Unit	Revenue	
		Phase A	Buildout
Residential			
Low Density	$57	$22,458	$27,531
Low Density (Age-Restricted)	$51	$0	$25,236
Medium Density	$49	$7,497	$21,217
High Density	$40	$0	$24,800
Subtotal Residential		**$29,955**	**$98,784**
Nonresidential			
Community Commercial	n/a	$0	$0
Subtotal Nonresidential		**$0**	**$0**
Total Fee Program Revenue (Park)		**$29,955**	**$98,784**

Paseo Improvements

The paseos in Westbrook will be funded and built by the developing parcel owner where the paseos are planned. The costs have not been included in this Financing Plan and will be built in accordance with a City approved Phasing plan.

Exhibit X

Bikeway Master Plan

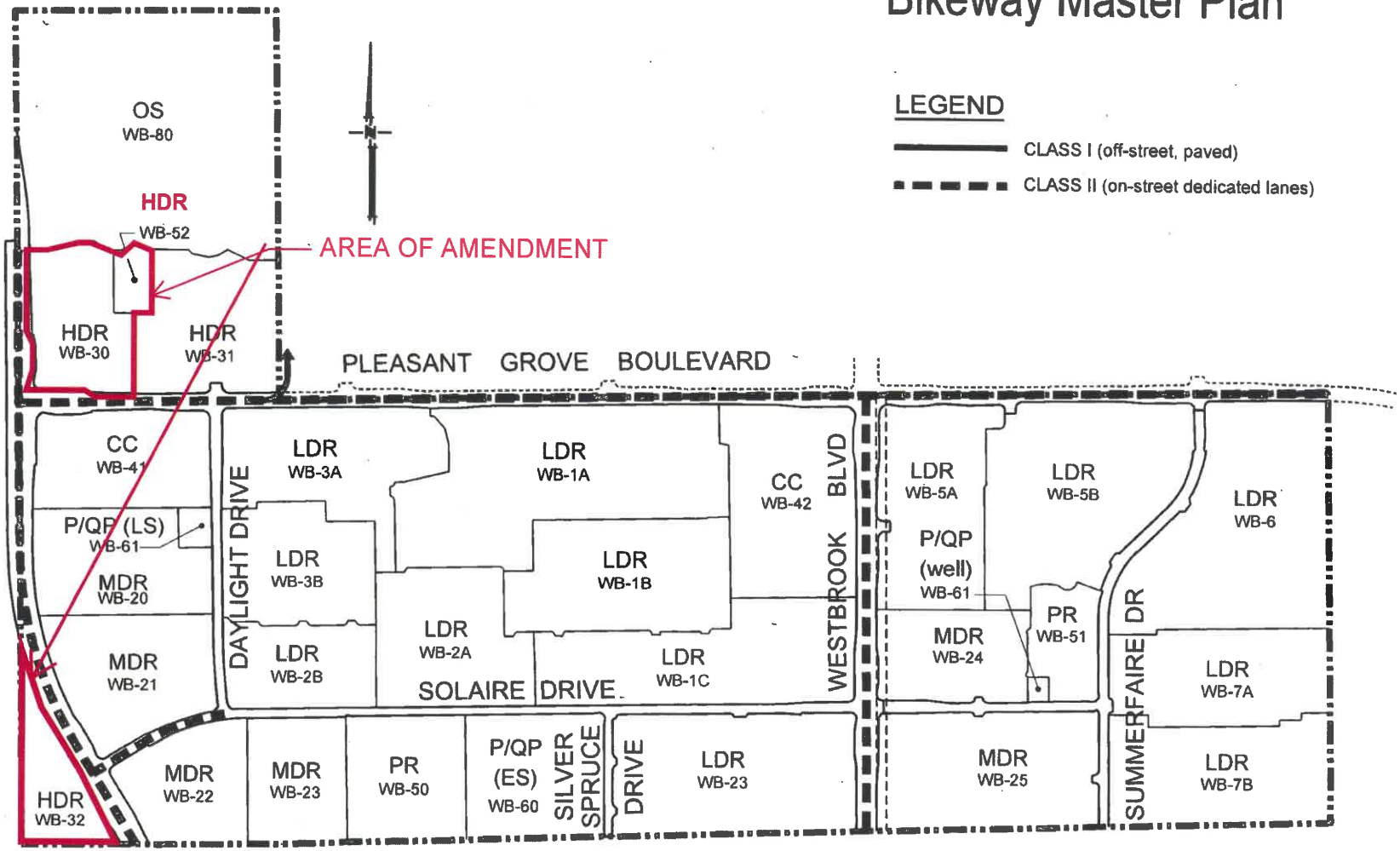


Exhibit X

Exhibit Y

Open Space Preserve Areas

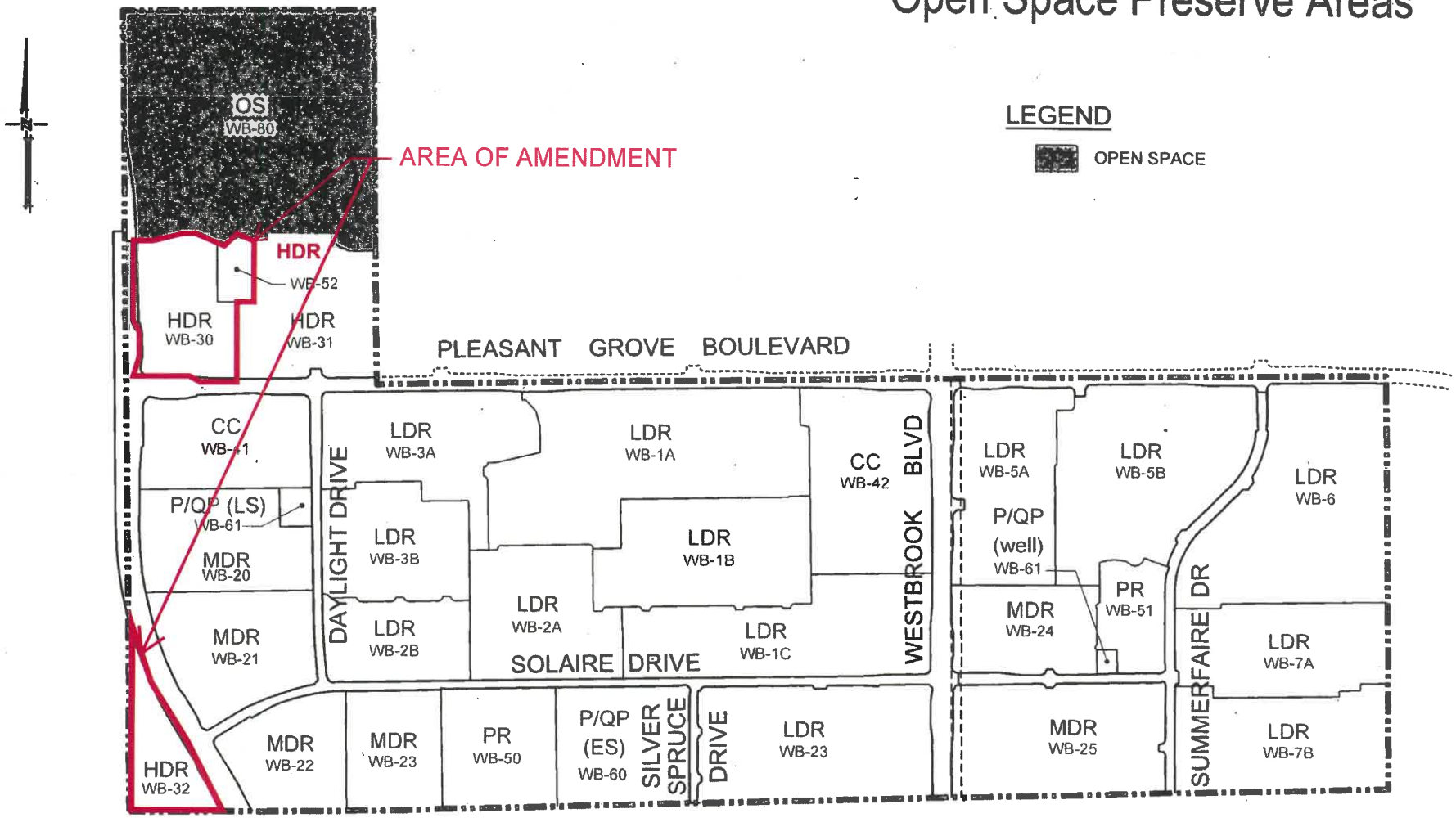


Exhibit Y

ORDINANCE NO.

ADOPTING A SIXTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Sixth Amendment of the Development Agreement by and between the City of Roseville and FD34 Development, LLC, as assignee of Mourier Investments, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. The Sixth Amendment to Development Agreement is exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the Sierra Vista Specific Plan (SCH #2008032115) was certified by the City Council on May 5, 2010. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the Development Agreement Amendment is consistent with the previously completed analysis.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Sixth Amendment to Development Agreement, and makes the following findings:

1. The Sixth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;

2. The Sixth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Sixth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The Sixth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the Sixth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Sixth Amendment to Development Agreement by and between the City of Roseville and FD34 Development, LLC, as assignee of Mourier Investments, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

SIXTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN

This Sixth Amendment of Development Agreement is entered into this ____ day of _____, 2023, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and FD34 DEVELOPMENT, LLC, a California limited liability company ("FD34" or "Landowner"), as Assignee of MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Mourier, Westpark Federico, LLC, a California limited liability company (Westpark Federico"), and the Federico-Tyler Family Limited Partnership ("Federico"), and City, entered into a Development Agreement (the "Original Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045943-00. The Original Development Agreement encompassed a portion of the Sierra Vista Specific Plan ("Specific Plan", "SVSP", or "Plan Area"), as more precisely defined in Exhibits "A" and "B" of the Original Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement, which, with all its various amendments, constitutes the "Development Agreement".

B. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista, LLC, a California limited liability company ("Westpark Sierra Vista") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California.

C. Westpark Sierra Vista, Mourier, Federico, and City entered into a First Amendment to the Development Agreement (the "First Amendment") which was approved by the City Council of City on December 20, 2017, and recorded on February 21, 2018, in the Official Records of Placer County as Document No. 2018-0010796-00.

D. Westpark Sierra Vista, Mourier, Federico, and City entered into the First Amendment relative to development within certain portion of the Property, as is more precisely defined in Exhibits "A" and "B" of the First Amendment.

E. Mourier and Federico assigned their interest in the Development Agreement with a respect to a portion of the Property to Westpark Sierra Vista in that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032322-00, in the Official Records of Placer County. The portion of the Property so assigned by Mourier and Federico to Westpark Sierra Vista was described in Exhibit "A" to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

F. Westpark Sierra Vista, as Assignee of Westpark Federico, and Federico-Tyler each assigned its interest in the Development Agreement with respect to a portion of the Property to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032321-00, in the Official Records of Placer County. The portion of the Property so assigned by Westpark Sierra Vista and Federico to Mourier was described in Exhibit "A" to that Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement.

G. Westpark Sierra Vista assigned its interest in the Development Agreement for a portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of June 3, 2019, and recorded June 4, 2019, as Document No. 2019-0037499-00, in the Official Records of Placer County.

H. On March 4, 2020, City approved the Second Amendment to the Development Agreement (the "Second Amendment") for a portion of the Property owned by Mourier. The Second Amendment was recorded on April 13, 2020, as Document No. 2020-0032961-00, in the Official Records of Placer County. The Original Development Agreement, the First Amendment, and the Second Amendment are hereinafter collectively referred to as the "Development Agreement."

I. On October 7, 2020, City approved the Third Amendment to the Development Agreement (the "Third Amendment") affecting certain portions of the Property (the "Third Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Third Amendment. The Third

Amendment was recorded on November 10, 2020, as Document No. 2020-0128930-00, in the Official Records of Placer County.

J. Westpark Sierra Vista assigned its interest in the Development Agreement for an additional portion of the Property to Solaire pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated October 13, 2020, and recorded October 15, 2020, as Document No. 2020-0116422-00, in the Official Records of Placer County.

K. Mourier assigned a portion of its interest in the Development Agreement with respect to the Fourth Amendment Property (as defined below) to John Mourier Construction, Inc. ("JMC") pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2021, and recorded January 15, 2021, as Document No. 2021-0005796-00 in the Official Records of Placer County, California.

L. On April 21, 2021, City approved the Fourth Amendment to the Development Agreement (the "Fourth Amendment") affecting certain portions of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fourth Amendment. The Fourth Amendment was recorded on July 1, 2021, as Document No. 2021-0085266-00 in the Official Records of Placer County, California.

M. On October 20, 2021, City approved the Fifth Amendment to the Development Agreement (the "Fifth Amendment" affecting certain portion of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to the Fifth Amendment. The Fifth Amendment was recorded on December 17, 2021, as Document No. 2021-0152422-00 in the Official Records of Placer County, California.

N. Mourier assigned a portion of its interest in the Development Agreement with respect to the Sixth Amendment Property (as defined below) to FD34 pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated January 12, 2023, and recorded January 12, 2023, as Document No. 2023-0001667-00, in the Official Records of Placer County, California.

O. This Sixth Amendment to the Development Agreement (the "Sixth Amendment") affects a certain portion of the Property commonly known as SVSP Parcel FD-34 (the "Sixth Amendment Property"), as described in Exhibit "A" and shown in Exhibit "B" attached to this Sixth Amendment, and shall run

with the land described in Exhibits "A" and "B" hereto. This Sixth Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

P. Concurrent with its consideration of this Sixth Amendment, City is processing a fifty percent (50%) density bonus to allow development of an increase in High Density Residential units developed on Parcel FD-34 from the allocated 172 units to a total of 256 units, with a concurrent increase in the affordable housing obligation on Parcel FD-34 from 172 units affordable to low and very-low income households to 256 units affordable to very-low income households. City and Landowner wish to enter into this Sixth Amendment in order to provide for consistency with this land use approval for the Sixth Amendment Property.

Q. City and Landowner wish to enter into this Sixth Amendment in order to amend applicable provisions of the Development Agreement for the Sixth Amendment Property.

R. The Sixth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections of the Development Agreement are hereby amended as they pertain to the portion of the Property first assigned to Mourier and thereafter assigned to FD34:

a. REVISED SECTION 2.2. The summary table of Section 2.2 of the Development Agreement ("Vested Entitlements") as it relates to property originally assigned to Mourier is revised as follows:

"High Density Residential *522 units on 24.4 Net Acres;

*Parcel FD-34 includes 172 allocated HDR units plus a density bonus of 84 HDR units."

b. REVISED SECTION 2.6.2.1. Section 2.6.2.1 of the Development Agreement is revised in its entirety to read as follows:

"2.6.2.1 Affordable Obligation. Landowner agrees that two

hundred and fifty-six (256) affordable rental units will be reserved within the Sixth Amendment Property, including two hundred and fifty-six (256) units for rental to very low income households, as follows:

Parcel	Total Units in Parcel incl. density bonus	Total Affordable Unit Allocation including density bonus	Very Low Income Rental Units	Low Income Rental Units
FD-34	256	256	256	0
Total	256	256	256	0

c. NEW SECTION 2.6.2.5. Section 2.6.2.5 is added to the Development Agreement to read as follows:

"2.6.2.5 Welfare Exemption. City acknowledges that if Landowner undertakes the affordable project on Parcel FD-34, Landowner intends to obtain the welfare exemption from property taxes afforded under Section 214, subdivision (g), of the California Revenue and Taxation Code (the "Welfare Exemption"). Nothing in this Agreement shall prohibit Landowner from obtaining such Welfare Exemption, and the City agrees to provide all reasonable support and cooperation to Landowner in securing the Welfare Exemption."

d. EXHIBITS. The exhibits attached to this Sixth Amendment are for this Sixth Amendment only, as follows:

Exhibit A – Legal Description of Sixth Amendment Property
Exhibit B -- Plat of Sixth Amendment Property

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Sixth Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT. This Sixth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein, and is limited and applies only to development of the Sixth Amendment Property, and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including, without limitation, any other portion of the Property. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This Sixth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Sixth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023.

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey
City Manager

ATTEST:

By:_____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

By:_____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

By:_____
Mike Isom
Development Services Director

LANDOWNER:

FD34 DEVELOPMENT, LLC, a
California limited liability company

By:_____
Scott I. Canel
Its: Manager

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 ILLINOIS

County of LAKE

On AUGUST 28, 2023, before me, LORI OGAREK, NOTARY PUBLIC
(Here insert Name and Title of Officer)

personally appeared SCOTT I. CANEL
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~~ Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

OFFICIAL SEAL
LORI OGAREK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/02/2027

Lori Ogarek
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

EXHIBIT "A"
LEGAL DESCRIPTION of PARCEL FD-34 PROPERTY
SIXTH AMENDMENT PROPERTY

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lot 14 as said lot is shown and so designated on that certain final map entitled "Final Map of Sierra Vista – Federico Large Lot Subdivision No. PL15-0192", filed in Book EE of Maps, Page 6, Placer County Records.

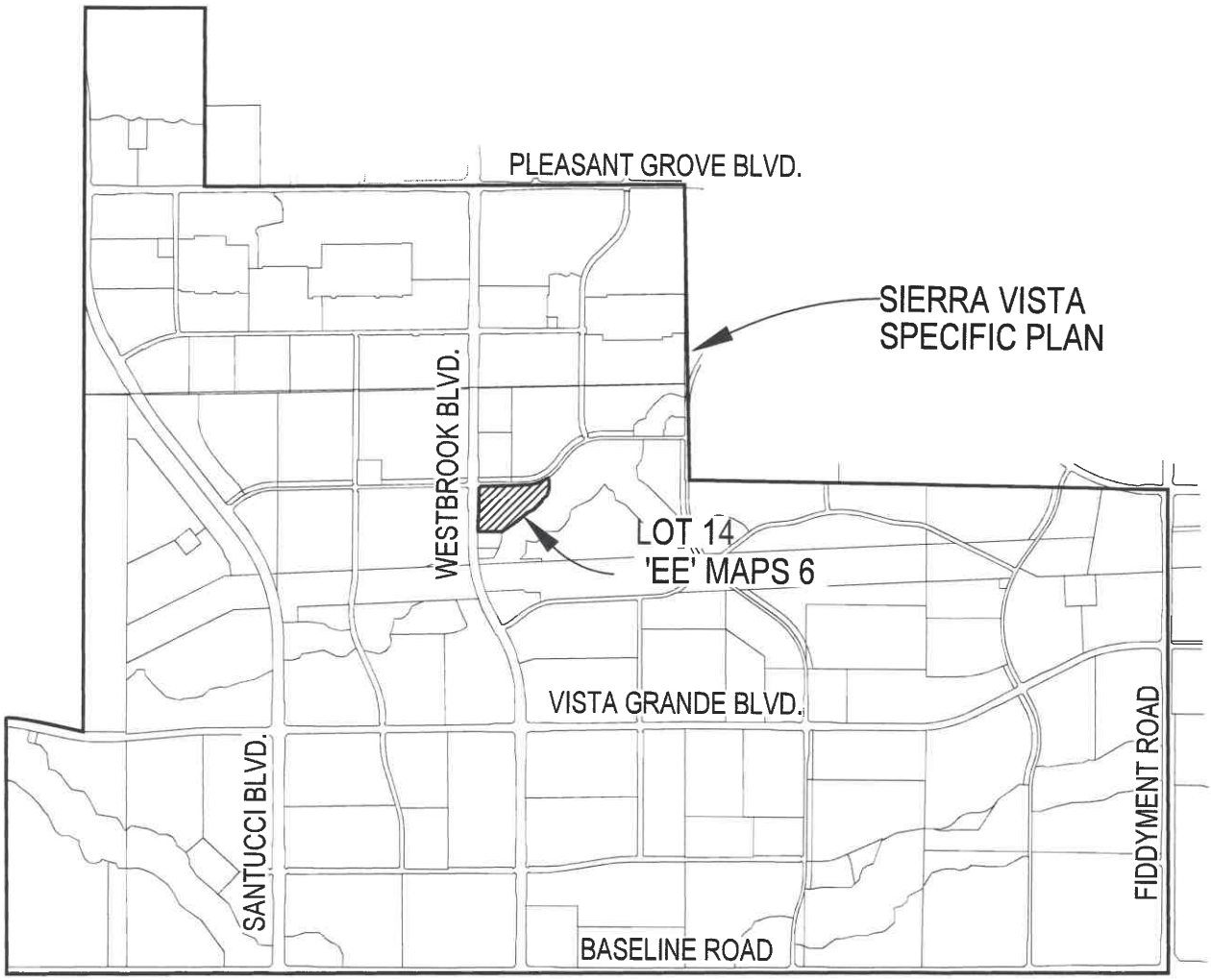


EXHIBIT 'B'

DIAGRAM OF THE SIXTH AMENDMENT PROPERTY

6th AMENDMENT TO DEVELOPMENT AGREEMENT
SIERRA VISTA SPECIFIC PLAN JULY 2023

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ORDINANCE NO.

ADOPTING A TENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Tenth Amendment of the Development Agreement by and between the City of Roseville and Pine Island Apartments, LLC, as successor in interest to BBC Roseville Oaks, LLC, pertaining to property located within the Hewlett-Packard Campus Oaks Master Plan area.

SECTION 2. The Tenth Amendment to Development Agreement is exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the Hewlett-Packard Campus Oaks Master Plan (SCH #95112022) was certified by the City Council on June 5, 1996. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the Development Agreement Amendment is consistent with the previously completed analysis.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Tenth Amendment to Development Agreement, and makes the following findings:

1. The Tenth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Hewlett-Packard Campus Oaks Master Plan;

2. The Tenth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Tenth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The Tenth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the Tenth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Tenth Amendment to Development Agreement by and between the City of Roseville and Pine Island Apartments, LLC, as successor in interest to BBC Roseville Oaks, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

TENTH AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN

This Tenth Amendment of Development Agreement (the "Tenth Amendment") is entered into this _____ day of_____, 2023, by and between the **CITY OF ROSEVILLE**, a municipal corporation (hereinafter "City"), and **PINE ISLAND APARTMENTS, LLC**, an Indiana limited liability company (hereinafter "Landowner"), as successor in interest to **BBC ROSEVILLE OAKS, LLC**, an Illinois limited liability company (hereinafter "BBC"), pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. **Original Development Agreement.** On August 1, 1996, the City and Hewlett-Packard Company entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on August 16, 1996, as instrument No. 96-00047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

2. **First Amendment of Development Agreement.** On May 23, 2001, the City and Hewlett-Packard Company entered into that certain agreement entitled "First Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" ("First Amendment"). The First Amendment was recorded in the Official Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191.

3. **Subdivision of Hewlett-Packard Property.** Hewlett-Packard subdivided the Master Plan Property into four Parcels. Subsequent to that time, Hewlett-Packard transferred and/or sold the Parcels to other landowners. Therefore, there are multiple landowners with legal interest in the existing Development Agreement.

4. **Campus Oaks Master Plan.** On August 5, 2015, the City approved the Hewlett-Packard Campus Oaks Master Plan Amendment that amended the Master Plan for Parcel 1 and Parcel 4.

5. **Second Amendment of Development Agreement for Parcels 1 and 4.** On August 19, 2015, the City approved entering into a Second Amendment to the Development Agreement for Parcel 1 and Parcel 4 with Hewlett-Packard and BBC Roseville Oaks, LLC. The Second Amendment was recorded in the Official Records of Placer County on August 21, 2015, as Instrument No. 2015-0073371.

6. **Third Amendment of Development Agreement for Parcel 1.** On August 19, 2015, the City approved entering into a Third Amendment to the Development Agreement for Parcel 1 with Hewlett-Packard. The Third Amendment was recorded in the Official Records of Placer County on September 16, 2015, as Instrument No. 2015-0081192, and was not applicable to Parcel 4.

7. **Fourth Amendment of Development Agreement for Parcel 4.** On August 19, 2015, the City approved entering into a Fourth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fourth Amendment was recorded in the Official Records of Placer County on September 16, 2015, as Instrument No. 2015-0081193.

8. **Fifth Amendment of Development Agreement for Parcel 4.** On October 7, 2016, the City approved entering into a Fifth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fifth Amendment was recorded in the Official Records of Placer County on October 17, 2016, as Instrument No. 2016-0088960.

9. **Sixth Amendment of Development Agreement for Parcel 3.** On May 18, 2017, the City approved entering into a Sixth Amendment to the Development Agreement for Parcel 3 with Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, and Quality Investment Properties Roseville Land Company, LLC. The Sixth Amendment was recorded in the Official Records of Placer County on May 26, 2017, as Instrument No. 2017-0038715, and was not applicable to Parcel 4.

10. **Seventh Amendment of Development Agreement for Parcel 4.** On January 18, 2019, the City approved entering into a Seventh Amendment to the Development Agreement with BBC Roseville Oaks, LLC, for the portion of Parcel 4 planned for commercial development. The Seventh Amendment was recorded in the Official Records of Placer County on January 23, 2019, as Instrument No. 2019-0003961.

11. **Eighth Amendment of Development Agreement for Parcel 2.** On December 4, 2019, the City approved entering into an Eighth Amendment to the Development Agreement for

Parcel 2 with R10 Foothill, LLC. The Eighth Amendment was recorded in the Official Records of Placer County on January 13, 2020, as Instrument No. 2020-0002586, and was not applicable to Parcel 4.

12. **Ninth Amendment of Development Agreement for Parcel 4.** On June 3, 2020, the City approved entering into a Ninth Amendment to the Development Agreement for a portion of Parcel 4 (the "Campus Oaks South Property") with BBC. The Ninth Amendment was recorded in the Official Records of Placer County on July 6, 2020, as Instrument No 2020-0066871-00.

13. **Campus Oaks Property Subject to Tenth Amendment.** The subject of this Tenth Amendment is the development of Campus Oaks Parcel CO-52, as more particularly described in **Exhibit 1** attached and incorporated hereto and diagrammed in **Exhibit 2** also attached and incorporated hereto (herein, the "Parcel CO-52 Property"). Landowner represents that it owns all of the Parcel CO-52 Property in fee and that all other persons holding legal or equitable interests in Parcel CO-52 shall be bound by this Tenth Amendment. The Original Development Agreement, as amended by the First through Tenth Amendments, shall be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have meanings ascribed thereto in the Development Agreement unless otherwise provided herein. All references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

14. **Purpose of Amendment.** The purpose of this Tenth Amendment is to reflect the modification of the land use and zoning for Parcel CO-52 from Tech Park/Business Park to High Density Residential, with an allocation of 285 High Density Residential units to Parcel CO-52, consistent with the amendments to the General Plan, Master Plan and zoning approved by the City as described below.

15. **Amendments to Master Plan for Campus Oaks Property.** In connection with Landowner's land use entitlements for Parcel CO-52, Landowner has prepared and processed with the City, and the City has approved as provided below, certain amendments to the Hewlett-Packard Campus Oaks Master Plan for the Campus Oaks Property (the "Fourth Amended HPCO Master Plan"). The purpose of this Tenth Amendment is to amend the Development Agreement and the Entitlements vested thereby, including incorporating the Fourth Amended HPCO Master Plan as part of the Revised Entitlements described herein, as applied to development of the Parcel CO-52 Property, to facilitate the planned development of the Parcel CO-52 Property.

16. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to the property which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows amendments to the Development Agreement that affect less than the entire Master Plan Area to be approved by the owner(s) in fee of the portions of the Master Plan Area that is subject to or affected by such amendment. In accordance with Section 1.4 of

the Development Agreement, Landowner proposes hereby to amend the terms and conditions for development only as to the Parcel CO-52 Property described in **Exhibit 1** attached hereto, which amendments are limited to the Parcel CO-52 Property, do not impose any new burdens or obligations on any other property in the Master Plan Area, and do not affect or impair the development rights of any other properties within the Master Plan Area.

17. **Hearing.** On August 24, 2023, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, following a duly noticed and conducted public hearing, considered this Tenth Amendment and recommended that the City Council approve this Tenth Amendment for the Parcel CO-52 Property.

18. **Environmental Review.** On August 5, 2015, in connection with its approval of the Second and Fourth Amendments to the Development Agreement, the City Council adopted the Addendum to the Plan FEIR (the "First Addendum") for development of the residential, business professional, commercial, light industrial (tech/business park), park, open space and public/quasi-public uses within the Campus Oaks Property consistent with the Entitlements vested by the Development Agreement. An Initial Study prepared in support of the First Addendum identified mitigation measures to reduce environmental impacts which were incorporated into the Amended Master Plan for the Campus Oaks Property and in the terms and conditions of the Development Agreement, which continue to apply, as applicable, to the development of the Campus Oaks Property.

On August 17, 2016, in connection with its approval of the First Amended HPCO Master Plan and the Fifth Amendment, the City Council adopted the Second Addendum to the Plan FEIR (the "Second Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in support of the Second Addendum identified no new environmental impacts and accordingly no additional mitigation measures were required.

On December 5, 2018, in connection with its approval of the Second Amended HPCO Master Plan and the Seventh Amendment, the City Council considered the Third Addendum to the Plan FEIR (the "Third Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in support of the Third Addendum identified no new environmental impacts and accordingly no additional mitigation measures were required.

On May 20, 2020, in connection with its approval of the Third Amended HPCO Master Plan and the Ninth Amendment, the City Council considered the Fourth Addendum to the Plan FEIR (the "Fourth Addendum") for development of the Campus Oaks South Property consistent with the reconfigured land uses approved for the Campus Oaks South Property. An Initial Study prepared in support of the Fourth Addendum identified no new environmental impacts and accordingly no additional mitigation measures were required.

On _____, 2023, in connection with its approval of the Fourth Amended HPCO Master Plan and this Tenth Amendment, the City Council considered the Fifth Addendum to the Plan

FEIR (the "Fifth Addendum") for development of the Parcel CO-52 Property consistent with the amended land use and zoning approved for the Parcel CO-52 Property. An Initial Study prepared in support of the Fifth Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

19. **No New Impacts Associated with Approval of Amendment.** The City Council has determined that the adoption of this Tenth Amendment involves no new impacts not considered in the Plan FEIR and Addenda described above; therefore, no further environmental documents relating to the adoption of this Tenth Amendment are required.

20. **Development Agreement Ordinance.** City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Chapter 19.84 of the Roseville Municipal Code. This Tenth Amendment, to the extent it amends and affects the terms of the Development Agreement for the Parcel CO-52 Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

21. **Consistency with Amended General Plan and Amended HPCO Master Plan.** Having duly examined and considered this Tenth Amendment and the Revised Entitlements to be vested hereby, and having held properly noticed public hearings hereon, City finds and declares that this Tenth Amendment is consistent with the Amended General Plan of the City of Roseville and the HPCO Master Plan, as amended by the First, Second, Third and Fourth Amendments thereto.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of Development Agreement.** The following sections of the Development Agreement for the Parcel CO-52 Property are hereby amended as follows:

a. Revised Section 2.2 (Vested Entitlements). The land use acreage allocation set forth in Section 2.2 of the Development Agreement, as applied to the Parcel CO-52 Property, is hereby revised to read as follows:

"**2.2 Vested Entitlements.** Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property:

Low/Med Density Residential	78.65 acres/552 units
High Density Residential	35.49 acres/681 units*
Commercial/Retail	29.68 acres/240,000 sq.ft.
Light Industrial (Tech Park/Business Park)	15.20 acres/150,000 sq.ft.
Parks	11.12 acres
Paseos	3.67 acres
Open Space	1.70 acres
Fire Station/Well Site (P/QP)	2.47 acres
Roads	10.7 acres

TOTAL 188.68 acres

*City required obligation to develop 50 percent of the 285 units allocated to Parcel CO-52 for low-income households (for a total obligation of 143 low-income units) due to the change in land use designation and zoning for Parcel CO-52 to HDR and R3 is being transferred to Sierra Vista Specific Plan Parcels WB-30 and WB-32.

all as set forth in **Exhibit B**. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Parcel CO-52 Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Parcel CO-52 Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Parcel CO-52 Property have not been reached and further provided Landowner is not in default under this Agreement.

"For purposes of development of Parcels CO-51 and CO-52 of the Campus Oaks Property pursuant to the Master Plan, the intensity Thresholds for the planned High Density Residential uses for Parcel CO-52 and the Light Industrial (Tech Park/Business Park) uses described for Parcel CO-52 of the Campus Oaks Property in the Master Plan are as follows:

Property	**Gross Sq. Ft. or HDR units**	**Water** *(Max Daily Demand)*	**Sewer** *(Max Daily Flow)*	**Electric** *(Peak Annual Demand)*	**Traffic** *(PM Peak Hour Trips)*
CO Parcel 51	150,000	0.079 mgd	0.026 mgd	0.93 MW	145
CO Parcel 52	285 units	0.101 mgd	0.074 mgd	1.00 MW	165
CO 51 & 52	150,000/285 units	0.180 mgd	0.100 mgd	1.93 MW	310

"Landowner and City acknowledge that, as more particularly described in the Master Plan and as analyzed in the Addendum, nothing in this Agreement or the Entitlements vested hereby for the Campus Oaks Property affects or reduces the vested development rights of the other properties within the Master Plan Area. Landowner acknowledges and agrees that the uses described in the Master Plan for the other properties within the Master Plan Area are compatible with the vested uses planned for development of the Campus Oaks Property.

"Landowner acknowledges that it shall have no right to seek to amend the zoning of the portion of the Campus Oaks Property identified on **Exhibit B** as Parcel CO-51 from Light Industrial (Tech/Business Park) use for a period of twenty (20) years from the Effective Date of this Fourth Amendment."

2. **Exhibits.** The following Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement with respect to the Parcel CO-52 Property. Accordingly, all references to the applicable Exhibits in the Development Agreement with respect to the Parcel CO-52 Property, as amended hereby, shall mean and refer to the corresponding Revised Exhibits below:

Exhibit 1 -- Legal Description of Parcel CO-52 Property

Exhibit 2 -- Land Use Map of Parcel CO-52 Property

Exhibit B -- Land Use Map of Property/Phasing (land use change for CO-52 only)

Exhibit B-1 – Affordable Housing Sites (land use change for CO-52 only)

3. **Consistency with General Plan.** The City hereby finds and determines that execution of this Tenth Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. **Amendment Limited to Parcel CO-52 Property.** This Tenth Amendment is limited to and applies only to development of the Parcel CO-52 Property and does not affect or apply in any manner with respect to the development of any other property within the Master Plan Area, including without limitation, any other portion of the Campus Oaks Property.

5. **Amendment; Balance of Development Agreement In Full Force.** This Tenth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Tenth Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

6. **Form of Amendment; Execution in Counterparts.** This Tenth Amendment is executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____ adopted by the Council of the City of Roseville on the ____ day of _____, 2023.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By:_____
Dominick Casey, City Manager

ATTEST:

_____
Carmen Avalos, City Clerk

APPROVED AS TO FORM:

_____
Michelle Sheidenberger, City Attorney

APPROVED AS TO SUBSTANCE:

_____
Mike Isom, Development Services Director

LANDOWNER:

PINE ISLAND APARTMENTS, LLC,
an Indiana limited liability company

By: Scott I Canel
Name: Scott I. Canel
Title: Manager

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 ILLINOIS

County of LAKE

On AUGUST 28, 2023, before me, LORI OGAREK, NOTARY PUBLIC
(Here insert Name and Title of Officer)

personally appeared SCOTT I. CANEL
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~~ Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

OFFICIAL SEAL
LORI OGAREK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/02/2027

Lori Ogarek
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

EXHIBIT 1

LEGAL DESCRIPTION FOR PARCEL CO-52 PROPERTY

[see attached]

EXHIBIT "1"
LEGAL DESCRIPTION of PARCEL CO-52 PROPERTY

All that certain real property situate in the City of Roseville, County of Placer, State of California, described as follows:

Lot 11 as said lot is shown and so designated on that certain final map entitled "Large Lot Final Map Campus Oaks Subdivision No. PL14-0373", filed in Book DD of Maps, Page 4.7, Placer County Records.

EXHIBIT 2

LAND USE MAP FOR Parcel CO-52 PROPERTY

[to be prepared and attached]

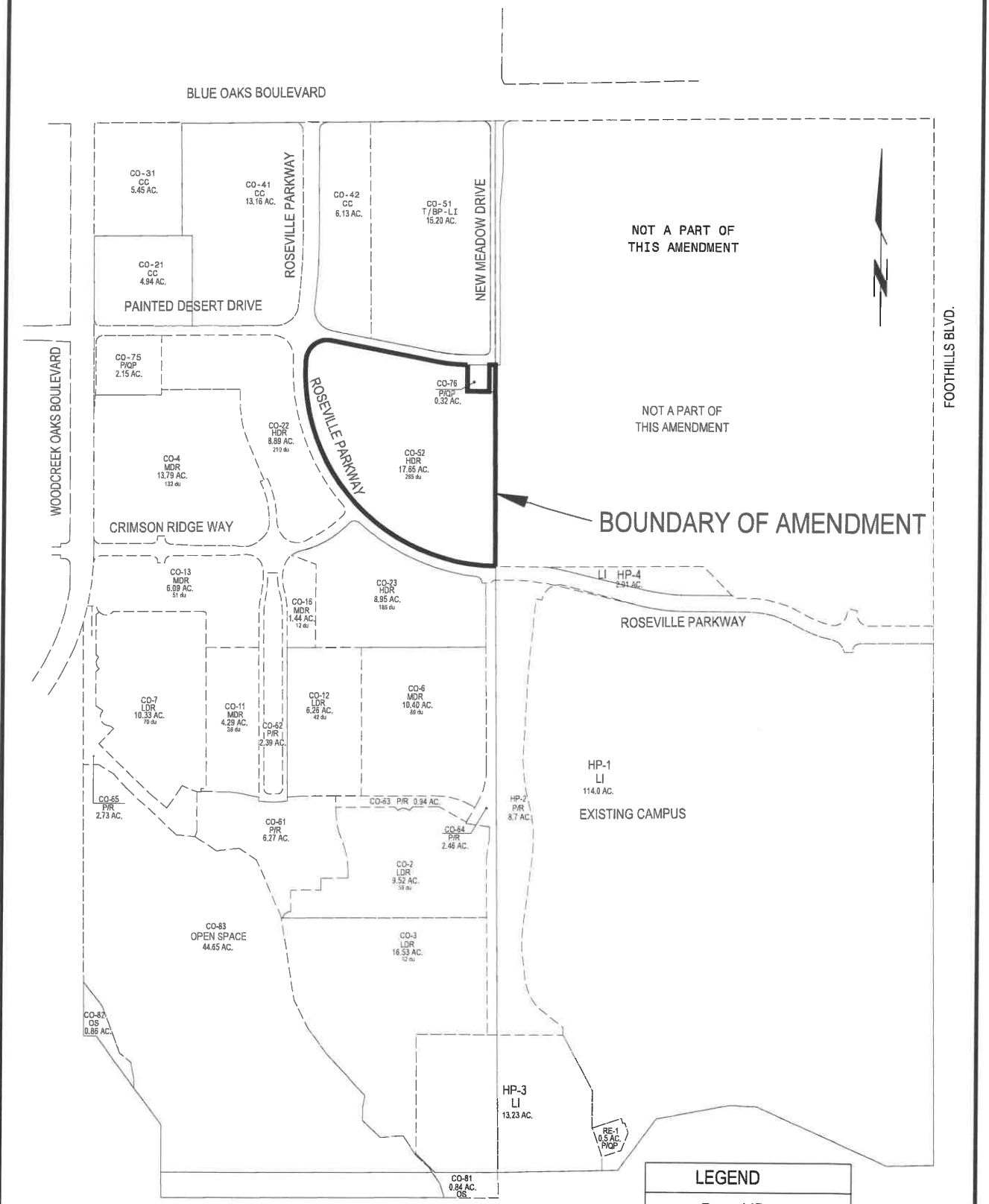

EXHIBIT 2

LAND USE MAP OF PARCEL CO-52 PROPERTY

10th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS SUBJECT PROPERTY JULY 2023

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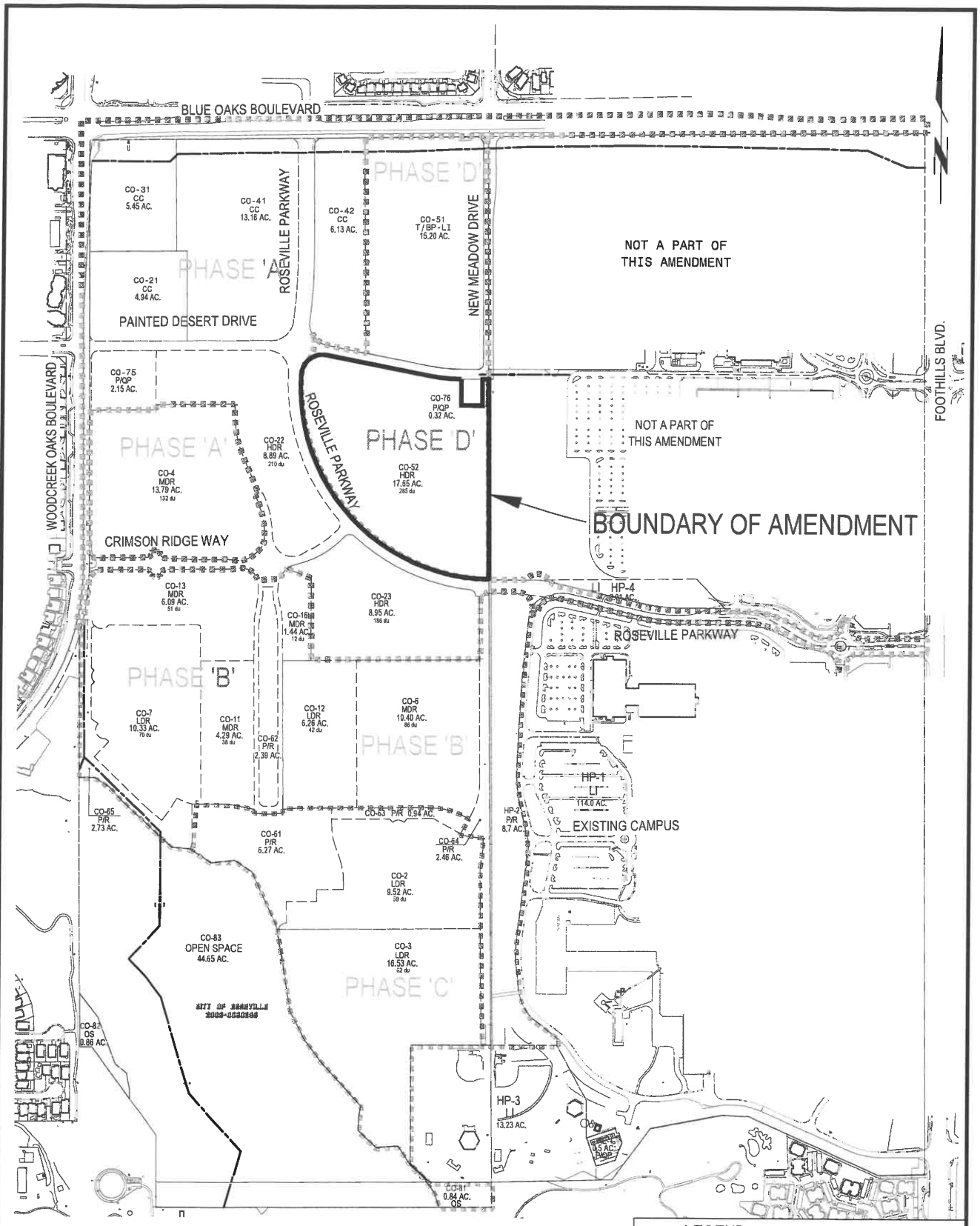

EXHIBIT "B"

LAND USES OF PROPERTY/PHASING

LEGEND

PHASE LINE

10th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS SUBJECT PROPERTY JULY 2023

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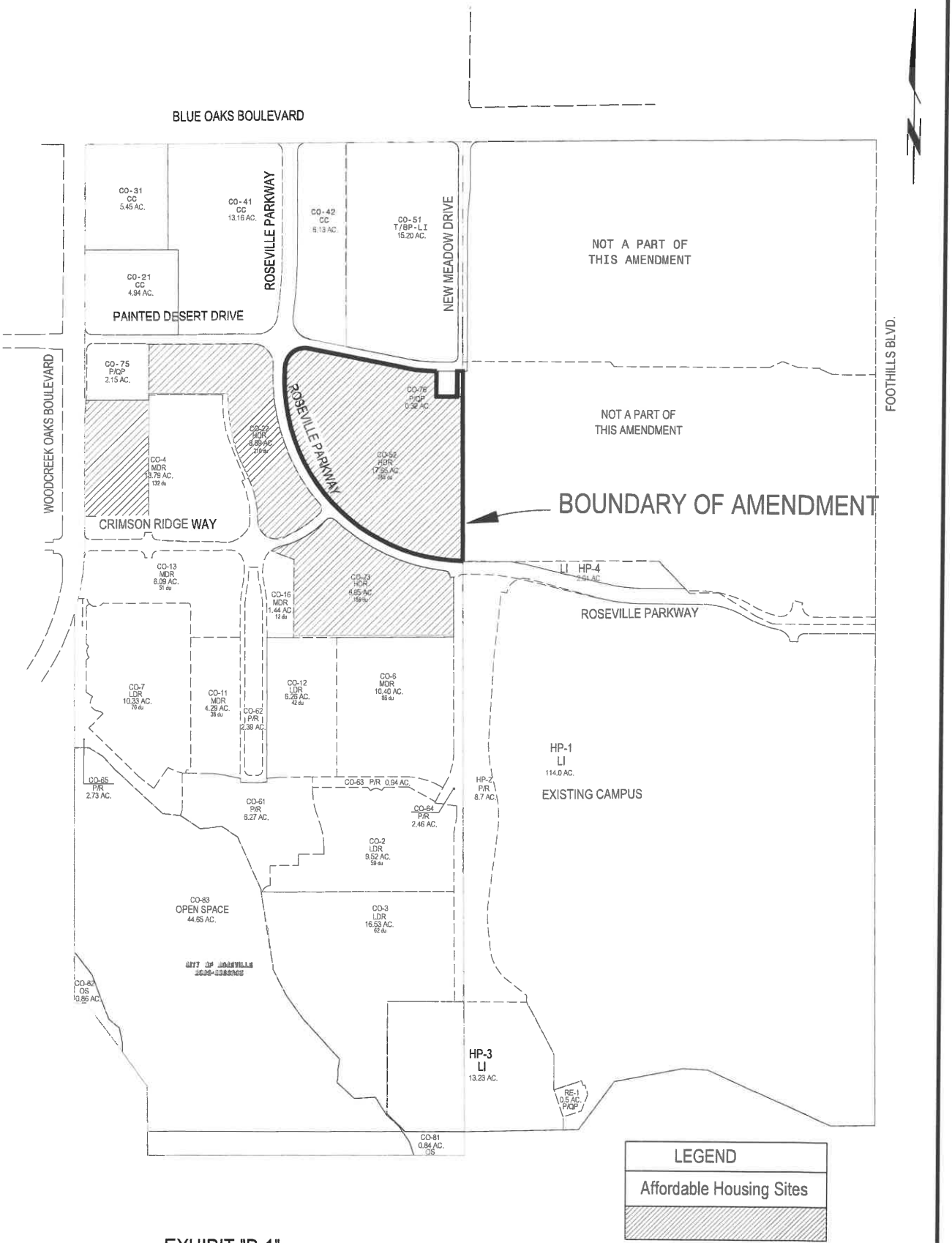

EXHIBIT "B-1"

AFFORDABLE HOUSING SITES

10th AMENDMENT TO DEVELOPMENT AGREEMENT
CAMPUS OAKS SUBJECT PROPERTY JULY 2023

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COUNCIL COMMUNICATION

CC #: 2922
File #: 0709-03

Title:	Community Development Block Grant 2022 Consolidated Annual Performance and Evaluation Report
Contact:	Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 11.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:
1. Receive public comment on the City of Roseville 2022 Consolidated Annual Performance and Evaluation Report (CAPER); and
2. Adopt a resolution approving the 2022 Program Year CAPER, and authorize the City Manager to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing & Urban Development.

BACKGROUND

As an entitlement jurisdiction for Community Development Block Grant (CDBG) funds, the City is required to annually review and report on the progress it has made in carrying out its Annual Action Plan and progress toward the goals identified in the 2020–2025 Consolidated Plan/Five-Year Strategic Plan. The Consolidated Annual Performance and Evaluation Report (CAPER) is a requirement of CDBG funding and must be submitted to HUD within 90 days of the completion of the CDBG program year (see Attachment 1).

Over the last year, the Housing Division has assisted 1,328 low-income persons, and 5 low-income households through the use of CDBG and other housing and community development funds. During fiscal year 2022-2023, $1,826,130 from federal, state, and local funding sources was expended on housing rehabilitation, public services, affordable housing, and homeless shelter and prevention services. In this same time period, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 769 households with $7,933,095 million in rental subsidies.

During the 2022 Program Year, HUD-allocated CDBG funds have benefited lower-income households in Roseville through housing rehabilitation, public services, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs. The City received two allocations of CDBG-CV funding during the COVID-19 pandemic, used to prevent, prepare for and respond to the coronavirus. In

the 2022-23 program year, 205 individuals received assistance through CDBG-CV public services programs.

The table below lists the individual activities funded by CDBG exclusively, including the amount expended and number of households assisted during Fiscal Year 2022-23.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Housing Rehabilitation Program	249,299.32	5
Subtotal Housing	**249,299.32**	**5**
AMI Housing - Housing Supportive Services	15,000.00	15
Kids First - Family Mental Wellness	15,000.00	14
Placer Veterans Stand Down - Placer Veterans Stand Down Event	6,634.00	31
Seniors First - Meals on Wheels	15,000.00	90
Saint Vincent de Paul Society - BAGS Food Home Delivery Program	15,000.00	84
Stand Up Placer, Inc. - Roseville Victims Services Programs	14,999.82	984
The Gathering Inn - Mental Wellness Program	15,000.00	19
Subtotal Public Services (15% cap)	**96,633.82**	**1,237**
Volunteers of America Home Start Pedestrian Gate Project	1,855.00	73
AMI Housing - Monarch House Acquisition	412,365.30	18
Subtotal Public Facilities	**414,220.30**	**91**
Program Administration	137,203.05	
= 19% of annual award and program income		
Subtotal Administration (20% cap)	**137,203.05**	
GRAND TOTAL	**$ 897,356.49**	**1,333**
	-	-
Balance of Prior Year Awards	603,258.76	
2022-23 Annual Award	713,722.00	
2022-23 Program Income Received	82,074.48	

This table lists the activities funded by the CDBG-CV allocations which have expended funds during Fiscal Year 2022-23.

ACTIVITY	Fiscal Year Expenditures	Persons/ Households Assisted
Project Sentinel - Fair Housing Services	16,208.08	46
CV AMI Housing COVID Homeless Prevention Assistance	320,483.29	129
CV KidsFirst COVID Rental/Mortgage & Utility Assistance Program	49,592.43	28
CV Placer County Office of Education	6,107.73	2
Subtotal CV Programs	**392,391.53**	**205**
CV3 - Admin	10,797.51	
Subtotal Administration	**10,797.51**	
GRAND TOTAL	**$ 403,189.04**	**205**
CDBG-CV1 and CV3 Awards	1,213,133.00	

The draft CAPER document is provided with this report, and includes the following:

- progress information towards completion of the City's Five-Year Strategic Plan goals;
- a description of the resources made available towards goals;
- information regarding the investment of available resources;
- an overview of the geographic distribution and location of investments;
- a tally of the number of households and persons assisted;
- a list of actions taken to Affirmatively Further Fair Housing;
- an evaluation of the City's progress in meeting affordable housing objectives;
- a description of the activities undertaken with CDBG funds; and
- a summary of progress on other actions indicated in the Five-Year Strategic Plan and Annual Action Plan.

The CAPER is available for public review during a 15-day public comment period that began on Thursday, August 31, 2023 and ends at the conclusion of this public hearing on September 20, 2023, prior to the submission deadline. Any public comments received will be included in the CAPER, with City responses, prior to its submittal to HUD for review. To date, no comments have been received.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. This item does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The approval of the 2022 CDBG CAPER meets the above criteria and is not subject to CEQA. No additional environmental review is required.

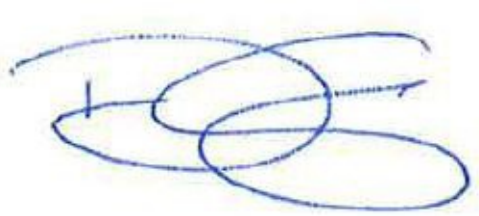
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Melissa Anguiano, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-370

Draft 2022 CAPER

RESOLUTION NO. 23-370

APPROVING THE 2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, the 2022 Consolidated Annual Performance and Evaluation Report (CAPER) has been prepared; and

WHEREAS, a 15 day review and comment period was provided; and

WHEREAS, a public hearing was held September 20, 2023 at which time the City Council received further public comment on the City's progress in carrying out its strategic plan and action plan;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2022 Consolidated Annual Performance and Evaluation Report is hereby approved;

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute any necessary documents and certifications on behalf of the City of Roseville for submittal of the Community Development Block Grant 2022 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing & Urban Development.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE PLAN

2022 CAPER

ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING DIVISION
316 VERNON STREET STE. 150
ROSEVILLE, CA 95678

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2022 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the reporting period from July 1, 2022 to June 30, 2023, the third year of the five-year 2020-2025 Consolidated Planning period. The City of Roseville received an entitlement allocation of $713,722 in Community Development Block Grant (CDBG) funds for the 2022 Program Year (PY). The City also received $82,074.48 in program income, carried over $603,258.76, for a total program budget of $1,399,055.24. The City expended $910,623.84 leaving a balance of $488,431.40.

Over the last year, the Housing Division has assisted 1,328 low income persons, and five low income households through the use of CDBG and other housing and community development funds. During fiscal year 2022-2023, $1,826,130 from federal, state, and local funding sources was spent for housing rehabilitation, public services, affordable housing, and homeless shelter and prevention services.

Also in the last year, the Housing Authority's Housing Choice Voucher Program (federal rental assistance program) assisted 769 households with $7,933,095 million in rental subsidies. This includes regular, NED, VASH, Mainstream, Emergency Housing and Project-Based vouchers.

In the 2022 program year, CDBG has benefitted lower income households in Roseville through housing rehabilitation, public services, public facility improvements, and homeless shelter and prevention services. These funds also provide funding for Housing Division administrative expenses to manage these programs.

The City uses other Federal, State and local resources (when available), including Housing Choice Voucher Rental Assistance Contracts, State-administered HOME funds, and local developer contributions to address housing and community development priority needs identified in the Consolidated Plan.

The CAPER identifies the programs and activities the City undertook during the 2022 PY to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address: lead-based paint hazards; barriers to affordable housing; the needs of households at or below the poverty level; and access to fair housing information.

CARES Act – CDBG-CV1 and CDBG-CV3

The City is including a brief update regarding CARES Act (CDBG-CV) funding and spending in the CAPER.

On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was enacted to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On April 2, 2020, HUD announced that the City would receive $417,412 of CARES Act CDBG funds, known as CDBG-CV1; on September 11, 2020, the City received notification that it would receive $795,721 of Round 3 of the CARES Act CDBG funds (CDBG-CV3). These funds must be used to prevent, prepare for and respond to COVID-19. A total of three substantial amendments were submitted to the 2019 Annual Action Plan to allocate the CV funds.

Programs implemented and completed with Round 1 of CV funding (CDBG-CV1) included:

- The Small Business Loan program: $501,585 expended of CV1 and CV3 funds (plus $204,070 Entitlement and prior year carryover funds). The CDBG-CV Small Business Loan program assisted small businesses with loans to address the coronavirus, through the support of employee retention and reduction of job loss due to the pandemic. The City's Small Business Loan program assisted 23 local business owners with the creation of 58 jobs, and 187 jobs retained.
    - Milestone Physical Therapy, $20,000 loan: the business survived closure during the COVID pandemic and the City is working to close out the loan.
    - The Monk's Cellar, $20,000 loan: retained eight full time and nine part time employees.
- The Gathering Inn Shelter-in-Place program: $31,632.19 expended. The Shelter-In-Place program provided homeless individuals shelter at their facility as well as St. John's church due to COVID-19. The second site allowed for appropriate social distancing for the homeless individuals staying at the shelter. Forty-one homeless individuals were assisted with the funds for the two month period. This program was completed and reported on in the 2020 CAPER.

Two NOFA's were released to allocate CDBG-CV3 funds. Programs implemented with CDBG-CV3 funds included:

- Project Roomkey funding support: $24,000 awarded, fully expended. The program housed approximately 60 previously homeless residents at a local hotel, in order to provide a safe and isolated environment due to COVID-19. CDBG-CV3 funds were provided to Placer County towards Project Roomkey for a total of three months. This program was completed and reported on in the 2021 CAPER; a total of

102 beneficiaries were served.

- AMI Housing Emergency Rental Assistance program: $250,000 in funding was awarded with the first NOFA for CV3 funds, $49,495.60 spent; additional funds of $200,500 awarded with the second NOFA for a total budget of $450,000. $320,483.29 expended by the end of June 2023, remaining balance of $80,021.11 will be spent by the end of the 2023/24 program year. The emergency rental assistance program has provided funding for rent and back rent to help prevent homelessness and potential evictions, while also providing families with stability during an uncertain time. So far the program has served 153 beneficiaries.
- Placer County Office of Education After-School Care for Homeless Students program: $50,000 awarded, $46,701.03 expended. District staff relayed that students who fall under the McKinney Vento Act (homeless or in Foster Care) required several services due to COVID-19. These services included the provision of safe, free, and consistent childcare where COVID precautions are being taken, while also supporting families who were impacted by COVID with navigating social services and assisting with accessing permanent housing. Funding for this program is now completed with a total of 60 beneficiaries served.
- Project Sentinel's Fair Housing Services program: $50,000 awarded, fully expended. The Fair Housing Services provider has assisted Roseville residents with comprehensive fair housing services including investigation, counseling and legal referrals for victims of housing discrimination, along with community education and outreach regarding fair housing law and practices. The housing counseling agency has played a role in reducing and preventing evictions by providing Roseville residents with information on tenant rights and fair housing issues. Funding for this program is now completed with a total of 112 beneficiaries served.
- KidsFirst Rent/Mortgage and Utility Assistance program: $50,000 awarded, $49,592.43 expended. The KidsFirst's Rental/Mortgage and Utility Assistance Program provided emergency housing/shelter and utility supports for clients affected by COVID-19 impacts, such as job loss and employment reduction. KidsFirst was able to provide rental/mortgage and/or utility assistance to 28 Roseville households. 28 low-income Roseville clients, most at or below 30% AMI and from single-parent households, were able to keep their lights on and avoid eviction. Funding for this program is now completed with a total of 60 beneficiaries served.

HUD's original deadline to spend 80% of CDBG-CV1 and CDBG-CV3 funds within three years of receipt (August 24, 2023) has been revised to require that 100% of the funds be spent by August 2026 and final spending and accomplishments data reported to HUD by November 2026. At the time of this report's preparation, the City has expended $112,677.64 (90.7%) of CV funds, and anticipates to be on track to meet this goal.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

DRAFT

outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Addressing Homelessness	Homeless	CDBG: $412,365.30	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	0	0.00%		18	
Addressing Homelessness	Homeless	CDBG: $15,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	65		0	15	
Addressing Homelessness	Homeless	CDBG: $21,634	Homeless Person Overnight Shelter	Persons Assisted	1500	56	3.73%	210	50	26.67%
Provide Fair Housing Services		CDBG: $16,208.08	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	46	18.40%	0	46	
Provision of Services for Low-Income Persons	Non-Homeless Special Needs	CDBG: $59,999.82 *CDBG-CV: $6,107.73*	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	1172	29.30%	834	1172	140.53%

DRAFT

Provision of Services for Low-Income Persons	Non-Homeless Special Needs	*CDBG-CV: $370,075.72*	Homelessness Prevention	Persons Assisted	50	0	0.00%		*157*	
Public Facilities and Improvements	Non-Housing Community Developme nt	CDBG: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4720	1	0.02%	1765	0	
Rehabilitation of Affordable Rental Housing	Affordable Housing	CDBG: $1,855.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	73		0	73	
Rehabilitation of Owner-Occupied Housing	Affordable Housing	CDBG: $249,299.32	Homeowner Housing Rehabilitated	Household Housing Unit	20	5	25.00%	6	5	83.33%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City was able to address priority needs in 2022-2023, while also addressing the coronavirus pandemic, which was a high priority need.

CDBG-CV: The CV specific objectives identified in the Action Plan included the goal of preventing, preparing for and responding to COVID-19.

DRAFT

One way in which the City was able to address this goal through the execution of the Small Business Loan program, where assistance was provided to eligible businesses economically impacted by COVID-19. Other programs that addressed this priority need included: The Gathering Inn Shelter-in-Place program, the AMI Housing Emergency Rental Assistance program, the Placer County Office of Education After-school Care for Homeless Students program, the Placer County Project Roomkey program, Project Sentinel's Fair Housing Services program, and KidsFirst's COVID rental/mortgage and utility assistance program. In the 2022-23 program year, 205 individuals received assistance through CDBG-CV public services programs.

The City improved five housing units using CDBG, addressing moderate to substantial rehabilitation needs. These housing units, occupied by low-income, elderly and disabled persons, will be safer and have the useful life of the major systems extended.

Public services, improved public facilities, and affordable housing activities were provided to 1,328 individuals. These services meet the basic needs of low-income households, including basic nutrition, and serve to both address and prevent chronic homelessness.

The City complied with all Federal Overlay requirements for all projects and activities undertaken during the 2022 Program Year. During the 2022 PY the City:

• Continued to strengthen its relationships with private for-profit developers and non-profit housing providers to expand the availability of affordable housing and increase program efficiencies and outcomes.

• Continued to participate in the Governance Committee of the "Homeless Resource Council of the Sierras" (HRCS) for the Nevada-Placer Joint Applicant and led efforts for the Placer County Continuum of Care (CoC) in its planning process on ending homelessness and efforts to improve systems through its Built for Zero policy consortium membership. HRCS and the CoC are collaborative associations of service providers and governmental agencies who work together to strengthen the delivery system by integrating and coordinating housing, homeless assistance, and supportive services.

• Participated in the Point in Time Count for South Placer, including the City of Roseville. This was in coordination with the overall HRCS effort, to gain comprehensive information about Placer County homeless individuals and families.

• Continued the City's partnership with Project Sentinel to provide fair housing services to residents of Roseville. Project Sentinel hosted outreach events, opened housing discrimination cases, and responded to calls from residents regarding fair housing rights.

• Provided essential services to high need populations including homeless, seniors, disabled persons, youth, and victims of human trafficking and domestic violence.

• Provided funding for Roseville residents unable to pay their rent or utilities due to COVID related reasons, which helped prevent homelessness

and potential evictions.

• Provided funding to AMI Housing for the acquisition of a transitional housing facility, Monarch House. CDBG funds were used towards the purchase of the Monarch House home which allowed AMI Housing to continue to administer their successful program to assist low-income mentally ill persons undergoing mental health crisis.

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1,235
Black or African American	156
Asian	53
American Indian or American Native	27
Native Hawaiian or Other Pacific Islander	28
American Indian/Alaskan Native & White	26
Other Multi-Racial	8
Total	**1,533**
Hispanic	357
Not Hispanic	1,176

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Table 2 aggregates the beneficiaires served with both Entitlement as well as CV funds.

Race and ethnicity data is collected from all subrecipients who receive CDBG funding and provide a direct service to low/moderate income persons. Table 2 provides an aggregate of race and ethnicity data for the combined number of people, families, and households served during the program year based on accomplishment data from all CDBG activities reported in HUD's Integrated Disbursement and Information System (IDIS). The numbers above represent the demographic breakdown of those served through CDBG Entitlement funds specifically.

Race and origin data from the 2020 Census indicates that 15.8% of Roseville residents identify as Hispanic. Of the 15.8%, Hispanic households served among various programs included:

- 23% percent of beneficiaries served with 2022 PY CDBG entitlement funds were Hispanic;
- 20% percent of households served through the Owner-Occupied Housing Rehabilitation program (OOR) for the 2022 PY identified as Hispanic. Additionally, the waiting list for the OOR program is comprised of 33% Hispanic households;
- 16% of issued (HCV & specialty) vouchers in the 2022 PY were issued to Hispanic households.

Female Head of Households for all activities funded with Entitlement funds totaled 947 beneficiaries, while the aggregate count for people with a disability totaled 480 individuals served.

The City allocated resources on a citywide basis. Resources targeted to the new construction of affordable housing were allocated on a citywide basis in accordance with the City's 10% Affordable Housing Goal and provide for disbursement of affordable housing throughout the City, rather than concentrated within low-income areas of the City.

Resources targeted to special needs populations were also allocated on a Citywide basis, where needs were identified and/or where resources could be coordinated with existing facilities and services. Activities such as infrastructure improvements are targeted to low-income neighborhoods with older infrastructure most in need of assistance.

The City assigned the priority for each category of priority needs based on the overall relative need, resources received, and policies established by the City. The City will continue to pursue all available Federal, State and local resources and look to all segments of the community to assist with meeting homeless, affordable housing and community development needs. The City’s greatest obstacle to meeting underserved needs within the community continues to be lack of resources given budget reductions at the Federal, State and local levels.

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CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,399,055.24	910,623.84
CDBG-CV (1 and 3)	public - federal	1,213,133	389,921.69
HUD-HCV (Section 8)	public - federal	8,694,921.29	8,874,558.28
HOME	State Department of Housing and Community Development	500,915.72	902,96.05
LOW MOD	City as Housing Successor	117,431.66	297,450.86
BEGIN	State Department of Housing and Community Development	33,967.16	0.00
CALHOME	State Department of Housing and Community Development	65,209.00	3,394.37
AFFORDABLE HOUSING	Resale and In Lieu Fees	0.00	143,287.99
HOUSING TRUST	Developer Subsidy Payoffs	449,844.57	1,355,000.63

Table 3 - Resources Made Available

Narrative

Roseville is an "exception grantee" under the CDBG rules that relate to the use of CDBG funds to benefit low-income areas. Rather than a residential area needing to be comprised of 51% or more low-income households to be considered low-income, areas that are within the upper quartile of low-income households are low-income areas for the purposes of CDBG funding.

The City of Roseville was awarded $713,722 in PY 2022. Total resources available, including unallocated prior year funds of $603,258.76 and program income received of $82,074.48, brought the total funding available to $1,399,055.24. Currently, the City has expended $910,623.84 in program year 2022. The unexpended balance to be carried over totals $488,431.40.

CDBG-CV: The City of Roseville was awarded a total of $1,213,133 in CDBG-CV funds ($417,412 from CV1 and $795,721 from CV3). The total expended CV funds are $1,100,455.36, leaving a carry over balance of $112,677.64.

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Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

Based on the 2011-2015 American Community Survey (ACS) data collected by HUD, the City's "upper quartile" for 2022 was 46.81%.

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Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City has actively sought funding sources in addition to CDBG to leverage its resources. In addition to CDBG, these were some of the funds that were available for use during the Program Year: CalHome, HOME, Housing Choice Voucher Section 8 Rental Assistance, Redevelopment Low-Moderate Income Housing Funds, Local Housing Trust Funds and Affordable Housing Funds, Low-income Housing Tax Credits, Tax Exempt Bond financing, State Housing-Related Parks Program Funds, and local developer contributions.

The City does not receive an entitlement allocation of HOME funds. The City must compete annually in order to receive State-administered HOME funds. The City was awarded $1M in 2014 from State HOME funds. This grant was completed in 2017 and the City only continues to administer program income.

The City of Roseville owns land at 120 Pacific Street that is currently being developed as an 80 unit affordable rental project known as Junction Crossing Apartments. Junction Crossing is located in a moderate resource area of the City, and will provide studio and one-bedroom apartments with rent affordable to extremely low to low-income households. The development is one of the City of Roseville's pre-design projects and will address the City's community development priorities as outlined in the Downtown Specific Plan, as well as local need for affordable housing that serves small 1-2 person households.

The City's Housing Element notes that existing affordable housing inventory and future affordable housing sites were evaluated to ensure sites planned for future development would not further segregation patterns and trends. As noted, the City's segregation pattern is low and therefore this evaluation is focused on whether the lower-income inventory is spread throughout the community (not concentrated in particular areas). Deed-restricted affordable housing and high density housing is distributed throughout the city. Housing capacity at varying levels of affordability is distributed evenly, and is not segregated. Additionally, the City's existing affordable housing inventory and future affordable housing sites were evaluated to ensure sites planned for future development would not further segregation patterns and trends. To address fair housing issues in disadvantaged community areas, the City is focusing supportive and assertive programs to these areas and also increasing housing opportunities within high opportunity areas of the City.

The City of Roseville owns land at 505 Royer Street that is proposed to be developed as an 57 unit affordable rental project for seniors known as 505 Royer Street Apartments. These units will provide studio and one-bedroom apartments with rent affordable to extremely low to low-income households. The development is will address the City's community development priorities as outlined in the

Downtown Specific Plan, as well as local need for affordable housing that serves senior 1-2 person households.

In the 2022 program year, the City provided $906,700 towards Homeless Prevention and Rapid Rehousing (HPRR) services. Of the $906,700 made available, $250,000 was former Redevelopment Low- Moderate Housing funds, while the remaining $656,700 came from the Permanent Local Housing Allocation. These resources were awarded to four local collaborative non-profit grant applications and are providing funding to prevent homelessness (utility bills, healthcare costs, car repair, eviction prevention, etc.) or to help re-house a household (deposit, application, fees, etc.). HPRR funds also provide job search assistance and food assistance. Four hundred and forty nine benefited from the 2022 PY HPRR funds; of those, beneficiaries included 22 seniors, 16 veterans, 163 disabled persons, 104 with minor(s) in the household, and 19 Transition Age Youth (TAY).

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CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	20	15
Number of Non-Homeless households to be provided affordable housing units	27	26
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**47**	**41**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	20	15
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	27	26
Number of households supported through Acquisition of Existing Units	0	0
Total	**47**	**41**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City exceeded its goals for the production of affordable housing.

The City was one household short of meeting its goals for the rehabilitation of existing units through the Owner-Occupied Housing Rehabilitation program. Due to funding constraints and staff limitations, the goal of rehabilitating six households fell short by one household. Five single family homes were provided assistance to correct home health and safety issues, and ultimately preserve and revitalize neighborhoods.

The 2022 Action Plan included a project for the development of affordable rental housing to allocate up to $500,000 toward affordable rental housing development to benefit low-income households and individuals. The intended goal of the project was to support new housing development through

acquisition of a site to be used for affordable rental housing development for low-income households and individuals. The proposed project would support the development of affordable rental housing goal in the Consolidated Plan, and was estimated to serve five households. With the release of a NOFA for the proposed project, a proposal was received to acquire a facility to be used for transitional housing. Therefore a substantial amendment to the Action Plan was submitted which revised the "funding in support of affordable rental housing development" project to "acquisition of transitional housing facility". While the original Consolidated Plan goal was to address the development of affordable rental housing, the amendment updated the goal to addressing homelessness.

One project contributing to the "Number of households supported through Rehab of Existing Units" was the installation of a pedestrian gate for the residents of the Home Start Program project. The property has 21 permanent housing units that now have improved access to the building through the modified pedestrian gate. Residents have been able to utilize the gate for walk through access to their apartments, thus increasing safety and alleviating accessibility challenges.

For the fiscal year, AMI Housing's Transitional Housing for Persons with Mental Illness program served 75% of expected clients (15/20). This program has only 6 slots available at any given time, making it hard to project how many will be served during the fiscal year. This number is dependent on how long each individual stays in the program (they can stay for up to six months). AMI Housing has noticed that residents have been staying longer than in previous years, most likely due to the very low housing inventory in the community.

Through CDBG-CV funding, AMI Housing and KidsFirst administered rental assistance programs, which cumulatively were able to support 157 individuals in the 2022 program year. AMI Housing's rental assistance program will continue through the upcoming program year.

Discuss how these outcomes will impact future annual action plans.

The City does not expect outcomes for the Owner-Occupied Housing Rehabilitation Program to be impacted for future action plans. Goals are set based upon past funding history in order to meet the goals identified in the Five Year Consolidated Plan and Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	2	0
Low-income	3	0
Moderate-income	0	0
Total	**5**	**0**

Table 7 – Number of Households Served

Narrative Information

In October of 2022 RHA was awarded 8 Housing Choice Vouchers. This new allocation of vouchers was the first in over 12 years. During FY 2022-23 RHA increased the total voucher count from 795 to 823. This includes HCV vouchers and specialty vouchers EHV, NED, VASH, and Mainstream.

Through the HCV program, RHA more than doubled its leasing of homeless households from 19 to 42 through EHV, (1 VASH-PBV, 12 VASH, 2 PBV, & 15 Mainstream). 646 households in Roseville and 123 households in Rocklin were supported through rental assistance, a total of 769 families.
RHA has implemented a new landlord incentive program. The program is designed to encourage new private landlords to participate in the Housing Choice Voucher Program and create more available units for all voucher holders. Participating property owners will receive a one-time $1,000 payment each time they enter into a lease and contract with a Housing Choice Voucher holder. HUD's Emergency Housing Voucher's (EHV) came with services fees that allowed for a similar incentive program that proved extremely effective in leasing the EHV vouchers.

On May 3, 2023, the RHA hosted a Landlord Seminar at the Maidu Community Center for current and prospective property owners who wanted to learn more about participating in the Housing Choice Voucher program. Thirty property owners attended the seminar along with representatives from the Veterans Administration of Northern California (VA) and AMI Housing. The RHA staff covered topics which included the benefits of the voucher program, a review of upcoming policy changes, and a group Q&A session. The seminar was very successful and the RHA is planning to host more landlord events in the future.

The City of Roseville continued implementation of the City's 10% Affordable Housing Goal to increase the number of rental and purchase units affordable to very low, low and moderate-income households, and supported private development of affordable housing using Low-Income Housing Tax Credits, Tax Exempt Bond proceeds, Local Housing Trust Funds, and funds from the former Redevelopment Agency.

The housing market has recovered from the slowdown in housing production during the recent recession. Housing vacancy is between 2-3 percent in Roseville, decreasing the supply of affordable housing and increasing rents.

Affordable housing developers have been affected by reductions or eliminations of a variety of funding sources. The City is challenged to develop new affordable housing units given the reduction of resources to subsidize affordable housing production. This reality is further compounded by the impacts of a shrunken housing construction labor force, which leads to competition for labor with the Bay Area and higher overall building costs.

Extremely low-income and low-income renter households are served through local homeless prevention programs to prevent loss of housing. Housing Choice Vouchers and local affordable

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housing opportunities are also provided to extremely low-income and low-income renter households, through local inclusionary requirements and tax credit projects.

Low-income homeowners are served through local homeless prevention programs as well. Energy efficiency programs are available through Project GO and Roseville Electric. Roseville Electric recently increased the maximum income requirements for their energy assistance program which allows more households to qualify for this important resource.

Maintenance/habitability programming is available through the Roseville Owner Occupied Rehabilitation (OOR) Program. Low-income homeowners are served through Roseville's OOR program and local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans.

Moderate income renters are served through affordable housing opportunities under local inclusionary requirements and tax credit projects.

Middle income renters are served through the local rental housing market.

Middle income owners are served through the local inclusionary requirements that produce affordable ownership opportunities and local secondary mortgage loans.

"WORST-CASE NEEDS": Worst case housing needs are defined as low-income renter households who pay more than half their income for rent, live in seriously substandard housing, which includes homeless people, or have been involuntarily displaced. The City of Roseville served the worst-case needs in FY 2022-2023 by providing the following:

Very Low Income Renters Overpaying (more than 50% of income towards rent) are served through the Housing Choice Voucher program, particularly through the Small Area Fair Market Rents that Roseville adopted in February 2018; this was adopted to update local payment standards to better align with rents by zip code. These households are also served by local homeless prevention funding from the City to reduce potential risk of homelessness. The continued development of new affordable rental units and rental housing opportunities overall are also aimed at the goal of reducing incidents of overpayment within Roseville.

To address substandard housing, the Housing Choice Voucher program and the housing rehabilitation programs ensured that housing met Housing Quality Standards (HQS), State Standards and/or local standards for decent, safe and sanitary housing.

Homeless individuals are served through coordinated efforts of the Roseville Homeless Response Team within the Placer County Continuum of Care. In addition to homeless prevention and rapid rehousing funding that is provided by the City, Roseville Housing Authority received 50 Emergency Housing Vouchers in the 2021 PY, and 10 additional VASH Vouchers in 2022 to address the needs of homeless individuals. Additional services and coordination are provided through the Coordinated

Entry System and local collaboration on the By Name List.

Persons with Disabilities are served through reasonable accommodations in all of the city's programs. Additionally, persons with disabilities receive a preference under the City's Housing Choice Voucher program, and are assisted by the Roseville Owner Occupied Rehabilitation Program and local agencies, including: Project GO, Seniors First, Placer Independent Resource Services (PIRS), and Advocates for Mentally Ill Housing (AMIH).

Involuntarily Displaced: During the reporting period, there was no involuntary displacement through the City's programs.

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Roseville has the following outreach programs to individuals and families who are homeless:

Project Roomkey/Project Homekey: Project Roomkey in Roseville helped to shelter the most vulnerable people experiencing homelessness during the pandemic. The project is currently in the process of converting to permanent supportive housing and will be known as Sun Rose Apartments. The complex will provide 82 residential units and will provide mental health, disability, and recovery support services.

Drop-In Centers with Services: The Auburn Welcome Center and the Cirby Clubhouse in Roseville are mainly staffed by mental health clinicians and clients that provide homeless individuals and families a place to use computers to search for jobs, housing, and services. This Center also houses the The Gathering Inn Mid Placer Shelter in Auburn. The Gathering Inn South Placer has a Wednesday and Saturday health clinic, and daily provides a clothing closet and laundry facilities in addition to a nightly emergency shelter through the rotation of local churches.

Social Services Unit of the Police Department: In 2016, the police department created the Social Services Unit (SSU). The SSU completes regular outreach and interaction with the local unsheltered population. Through this unit, local County Housing Coordinators, and Roseville Housing staff, individuals who are homeless or at-risk of homelessness are being referred to appropriate services and housing options within the Continuum of Care. These efforts are further augmented through a City-County outreach partnership that utilizes a homeless outreach worker position for South Placer and City efforts towards its own outreach worker.

Point in Time Count: The City of Roseville Social Services Unit and Housing staff led the 2023 Point in Time Count efforts throughout South Placer and achieved great success in scheduling training and events for data collection and conducting outreach to individuals otherwise unreachable for the Point In Time Count.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter is provided locally through a rotating shelter at local churches, coordinated by The Gathering Inn. This shelter serves an average of 60-90 individuals each evening. Local transitional housing programs through Roseville HomeStart and Advocates for Mentally Ill Housing (AMIH) address much-needed transitional housing needs for families and individuals with mental illness. Lastly, Stand Up Placer provides emergency and transitional housing for domestic violence and human trafficking victims countywide.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homeless priorities have been established within the framework of the Homeless Resource Council of the Sierras (HRCS) and CA 515 – the Placer County Continuum of Care; the priorities have been set as: emergency shelter, transitional housing, permanent supportive housing, and rapid re-housing. In February 2023, Placer County established a low barrier mobile temporary shelter for people experiencing homelessness. The MTS is located at the Government Center in mid Placer and offers 50 beds. This brings the total emergency beds to 338, of which 46 are solely for survivors of domestic violence. The 292 remaining beds are at The Gathering Inn mid Placer, The Gathering Inn South Placer, and in East Placer.

Motel vouchers are available for short-term and extreme circumstances.

Permanent Supportive housing is identified as a high-priority. The need for emergency shelter, mental health services, substance abuse treatment, and emergency food and clothing exists, especially for some subpopulations, such as those with severe mental illness or individuals who are chronically homeless (who have had regular or continued periods of homelessness).

The City of Roseville Housing Division participates in discussions with the Placer County probation staff on better discharge and services planning for existing inmates, including a specific focus on inmates with mental illness. Placer County's Continuum of Care has implemented a Coordinated Entry System through a central phone line, 211, and is working to increase its use by inmates scheduled to leave jail soon as a means for planning their housing options more proactively. Services staff at the jail are actively working on increased use of the phone line as part of and prior to discharge planning.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Outreach: The City of Roseville Social Services Unit, Placer County's Homeless Liaison Team, and The Gathering Inn provide outreach to connect people with services to get them housed.

Rapid Rehousing: Local service providers are applying for and have received Rapid Rehousing and Homeless Prevention funds to assist homeless families and individuals. The City also partners with

AMI Housing to provide motel vouchers, security deposits, and rental assistance to assist with rapid rehousing and homelessness prevention.

Housing: In planning the housing needs of these populations the CoC considers the housing needs for both families and individuals. The scattered site housing programs serve both populations. The local housing authorities have also secured and are leasing up VASH Vouchers, Mainstream Vouchers, and Emergency Housing Vouchers to serve individuals and families who are homeless or at risk of homelessness. These vouchers have been successful in getting Veterans, families, and chronically homeless individuals housed. Roseville Housing Authority is seeking additional vouchers to serve individuals and families who are homeless.

Coordinated Services: Domestic violence, substance abuse, mental and physical disabilities can all contribute to individuals and family homelessness. There are collaborative community efforts to provide coordinated services to those in need of assistance. The City participates in the Built for Zero effort and leads regular meetings with social service providers and social workers to address barriers to housing of each person on the By Name List.

Unaccompanied youth: Placer County's Transition to Independence Process (TIP) program serves Transition Aged Youth ages 14 to 24 who are experiencing emotional and/or behavioral difficulties. Youth receive assistance to make a successful transition into adulthood. The County also has a collaborative called the Transition Aged Youth Housing Collaborative to provide housing assistance for transition aged youth who are homeless or at imminent risk of homelessness. The focus of the collaborative is to work with local providers to offer unaccompanied youth the support and services they need.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not have public housing. The Roseville Housing Authority operates the Housing Choice Voucher (HCV) Section 8 Rental Assistance Program which serves both the cities of Roseville and Rocklin.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable; the City does not have public housing.

Actions taken to provide assistance to troubled PHAs

Not applicable. The Roseville Housing Authority (RHA) received a rating of High Performer for the sixteenth consecutive year.

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

As of the third year of the five-year plan, there are currently approximately 1,500 affordable units (designated for very-low and low income persons) in the entitlement phase for future production within the next five years. The City continues to support opportunities for the redevelopment of underutilized parcels downtown, particularly for high density and affordable housing development. The City also works to increase opportunities for higher density and the use of density bonuses throughout the city.

The Density Bonus Program provides for a minimum 20% to a maximum 50% density bonus in the maximum number of dwelling units, in addition to incentives and/or concessions. The concessions and/or incentives may include reduction in zoning standards, development standards, design requirements, mixed-use zoning, financial assistance, or any other incentive that would reduce costs of the developer.

City Council approved the Douglas Boulevard/Harding Boulevard Corridor Plan which includes a mix of single-family residential properties, single-family residences which have been converted to businesses, aging hotels, and many older commercial properties with large, minimally improved parking fields. The new Commercial Corridor Plan Specific Plan established mixed-use land use and zoning designations to provide more opportunities for redevelopment and reuse, more flexible zoning and development standards, and streamlined approval processes. The City added capacity for a minimum of 600 lower-income residential units, which represents both the total and realistic capacity.

The City has a ministerial approval process, called Objective Design Standards (ODS) for affordable housing projects which meet specified criteria. The streamlined approval process is an opt-in program for developers who must request streamlined ministerial approval at the time of application to the City. To qualify, the developer must agree to enter into an affordable housing agreement with the City ensuring a minimum of 20% of the units will be affordable to low, very low, or extremely low income households. A qualifying project may opt to be reviewed for conformity with the City's ODS though the ministerial Building Permit process in lieu of the City's discretionary Design Review Permit process. The ODS program has been used to approve 6 affordable housing projects so far.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Consistent with priority needs identified in the Consolidated Plan, during the 2022 Program Year the City provided funding for the following activities that addressed priority special needs populations:

• Advocates for Mentally Ill Housing (AMIH) provided case management, vouchers and other support

services to individuals with mental illness.
• Stand Up Placer assisted those in abusive situations and victims of human trafficking to recover and re-enter society.
• KidsFirst offered intensive social services and individual therapy to children and families with young children.
• Seniors First Meals on Wheels and Saint Vincent de Paul Society's BAGS program offered nutrition for seniors and disabled persons.
• The Gathering Inn provided mental health services for homeless individuals and families.
• The rehabilitation of owner-occupied housing was addressed through the City's Owner Occupied Housing Rehabilitation program. These projects helped maintain the affordable housing stock in the City.
• The City provided residents with fair housing information and services, and support for compliance with Federal and State fair housing law, through a contract with a Fair Housing Services provider.
• CARES Act Projects were a high priority need, which entailed activities to Prevent, Prepare for, or Respond to the COVID-19 virus. Activities addressed with CDBG-CV funds in the 2022 PY included: AMI Housing's COVID Homeless Prevention Assistance program, KidsFirst Rental/Mortgage & Utility Assistance Program, and Placer County Office of Education's After-School Care for Homeless Students program.
• The 2023 Placer Veterans Stand Down event assembled over 60 service providers to offer free services to military veterans and their family members.
• Installation of a pedestrian gate for the residents of the Home Start Program. The project is currently in the finalization stages although residents have been able to start utilizing the gate for walk through access to their apartments, thus increasing safety and alleviating accessibility challenges.
• The acquisition of AMI Housing's Monarch House allowed the agency to continue administering their program to assist low-income persons with mental illness undergoing mental health crisis.

The City's Housing Authority has recently created a quarterly newsletter, which is disbursed to various agencies and participants and also kept in the Housing Division lobby. The newsletter provides a variety of resources available to City residents. For example, the newsletter advertises the Affordable Connectivity Program through the FCC, which is a program to assist low-income households with broadband service to provide high speed connectivity they need for work, school, and healthcare. The newsletter also promotes the City's Fair Housing Services provider, Project Sentinel, along with a variety of other resources to assist Roseville residents.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has taken the following actions toward awareness and elimination of lead-based paint hazards: The City continued to provide information regarding lead-based paint hazards to Roseville residents and employees.

The City includes, as part of its inspection process for the Owner-Occupied Housing Rehabilitation, and Housing Choice Voucher Section 8 Rental Assistance Programs, an inspection of painted surfaces for the

discovery of the potential presence of lead-based paint. If the inspection conducted identifies that a potential hazard exists, the City requires the rehabilitation contractor or homeowner to follow HUD guidelines for mitigation or removal of the lead-based paint hazard.

Grants are available for initial inspection, mitigation, and clearance costs for all of these programs through the City's Lead-Based Paint Hazard Reduction Program (LBPHRP). Community Development Block Grant (CDBG) and HOME funds are set aside to offer these grants; under the Housing Rehabilitation Program, grants are provided for all actual costs of lead-based paint evaluation and reduction activities.

The City also requires that rental property owners properly maintain their dwelling units. Deteriorated surfaces containing lead-based paint posing a hazard to occupants is reportable to the Placer County Environmental Health Department and represents a potential County Health Code violation subject to appropriate mitigation by the rental property owner.

The City continues to fund the Lead-Based Paint Hazard Reduction Program to comply with the 1992 Housing and Community Development Act (Title X) in addressing potential lead-based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the 2022 Program Year the City took the following actions to reduce the incidence of poverty within the City's jurisdiction:

- The City continued to promote the Family Self Sufficiency Program for Housing Choice Voucher (HCV) participants and actively recruited new households to participate.
- The City continued its policy of promoting a jobs/housing balance to ensure a variety of jobs with varying levels of skill and training and development of affordable housing to all income groups.
- The Senior Nutrition Program and the BAGS program supported the nutritional needs of persons in poverty. Due to coronavirus, the Meals on Wheels program was modified in accordance with the CDC and local guidelines to ensure the nutritional needs of the low income residents of Roseville continued to be met. The program transitioned from providing one hot meal daily to seniors, to instead providing five home-delivered meals three times per week. Those experiencing very low food security also receive supplemental groceries. Staff and volunteers also conduct wellness phone calls and provide information and assistance to those seeking community resources.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With regard to the distribution of affordable housing, it has been the goal of the City's 10% affordable housing program to distribute new, affordable housing throughout the City by requiring that each specific plan provide 10% of their total housing units as affordable to low and middle-income households.

The City has continued to rely on the Housing Division to administer its housing programs and implement housing policies. The Housing Division administers rental assistance, housing rehabilitation, and new construction projects. The Housing Division also provides resource information and referral to residents, including referrals to homeless assistance, fair housing, legal services, etc.

The programs administered by the Housing Division are funded through a variety of public and private sources, including Federal, State, City and private developer funding under local affordable housing requirements.

The City continues to work toward a regional approach to serving the needs of residents through the Continuum of Care on a countywide basis.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Housing Division acts as a liaison between other public and private agencies to maximize service to Roseville residents and prevent duplication of services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City displays its Fair Housing Banner in a prominent location within the Housing Division Offices, as well as at functions throughout the year where the City is represented. The banner reads, "Fair Housing is Everyone's Right" in both English and Spanish and also includes the Equal Housing Opportunity logo.

Fair Housing pamphlets and literature are also made available to the public. Housing Division Supervisory staff continues to work with other staff members to further their knowledge of fair housing laws and issues, including making pamphlets and news articles available to staff. Staff regularly receives Fair Housing and diversity training. Housing staff attended Fair Housing Training presented by Project Sentinel in April 2023.

Housing Division staff continues to record all housing complaints, including those regarding discrimination and works cooperatively with the local Legal Services branch. In the case of alleged discrimination, residents are provided with information regarding fair housing law, a HUD discrimination complaint form, and referrals to legal services, the State Department of Fair Housing and Employment, and other appropriate agencies.

The City's Housing Authority continues to request and receive VASH, Mainstream and Project-based vouchers. During the 2022 program year, the Housing Authority was awarded 10 VASH vouchers, 10 Mainstream vouchers which serve those who are homeless or at risk of homelessness.

The 2020 Analysis of Impediments to Fair Housing Choice, or AI, was conducted as a joint effort for the Sacramento Valley region, including Roseville. According to the AI, Roseville is one of several cities in the region where residents are most likely to have access to economically strong neighborhoods. Additionally, residents of Roseville are one of several cities in the region where residents are most likely to have access to proficient schools. Survey results found that residents living in Roseville tended to rate each healthy neighborhood indicator (ease of getting to the places they want to go using their preferred transportation option, convenient access to grocery stores, job opportunities, and health care facilities, and park and recreation facilities of similar quality to other neighborhoods) higher than the regional average. Various recommendations for the City were identified in the AI adopted in 2020, including: expanding affordable rental opportunities; increasing homeownership among under-represented groups; and focusing on a range of equity issues.

In order to address these recommendations, the City has:

- Worked to expand equity in access to economic opportunity: One of the strategies in the AI to address fair housing barriers included the goal to expand equity in access to economic opportunity. In order to address this goal, the City has partnered with Placer County Adult System of Care (ASOC) with Mainstream Vouchers and also partnered with ASOC's Full Service Partnership Program with Project Based Vouchers. The City administered Homeless Prevention and Rapid Rehousing (HPRR) program partners with mental health, recovery, and disability service providers to reduce housing instability.
- Administered the Family Self Sufficiency Program (FSS) for Housing Choice Voucher (HCV) participants. When a participant of the program receives an increase in income, any rent increases are saved in an escrow account that they will receive once they successfully complete the program. In the 2022 PY, 29 particpants enrolled in the program, and four graduated. Roughly $54,000 was disbursed between the four graduates. Participants assisted included 18 female head of householders, and seven Hispanic households.
- Expanded affordable rental opportunities by increasing accessible and affordable housing opportunities. The City has affordable housing development agreements with 26 multi-family and senior complexes. Out of the total 1,982 units, 449 are accessible units. Of the 17 multi-family apartments, 14 have 3-bedroom units, and two have 4-bedroom units to accommodate larger families.
- Contracted with a fair housing services provider, Project Sentinel. This organization has worked in conjunction with the City to provide comprehensive fair housing services of investigation, counseling and legal referrals for victims of housing discrimination. During PY 2022, Project Sentinel provided valuable community education and outreach regarding fair housing law and practices to Roseville residents, including tenants and landlords. More specifically, Project Sentinel accomplished the following actions:
    - In the 2022 PY, four outreach events were directed to Roseville tenants, landlords, the public, as well as service providers, including:
        - In September 2022, Project Sentinel attended the Roseville Homeless Housing Services Meeting, where the agency met a number of service organizations for Roseville who were in attendance. There were 12 attendees.

        - In April 2023, an in-person Property Management Office (PMO) Training Presentation was presented to the Roseville Housing Authority. The PMO Training is an in-depth presentation for housing providers. The presentation included an overview of applicable California and Federal fair housing law and protected classes. There were approximately 25 attendees. Fifty fair housing brochures were distributed.
        - In May 2023, Project Sentinel conducted an online training for Continuum of Care providers focused on the expanded protections for the LGBTQ community, particularly HUD's Equal Access Rule that protects the trans community seeking shelter services. There were 129 attendees.
        - In June 2023, Project Sentinel ran timely radio ads on four radio stations that cover the greater Sacramento region including Roseville: KNTY 103.5, KRCX 99.9, KHMM 101.9, and KXSE 104.3. The reach for these ads was directly to tenants. The organization approximates that the reach here was at a minimum of 50.
    - Opened eight cases and assisted 35 people via 16 calls. 75% of opened cases were Source of Income cases. These cases were aimed at housing providers who either refused to rent to prospective tenants because of their low-income status, or the housing provider would not perform their duties in the same way they would for other tenants. The basis of the complaints included: eviction, different terms/conditions, refuse to rent, reasonable accommodation, hostile environment, modifications/accessibility.
    - Project Sentinel did not have any HUD or CRD referrals this last fiscal year. They were able to provide extended counseling to several clients and opened several cases for testing investigation. Project Sentinel completed a test on a large apartment complex in Roseville in July that found no evidence of discrimination based on source of income. Testing has been focused on source of income discrimination as the number of complaints received across the region based on source of income has increased. Project Sentinel also worked with a tenant to assist her with a reasonable accommodation request and communicate with management.
    - Currently the organization has brochures available in English, Spanish, Mandarin, Tagalog, and Vietnamese.

Through the actions listed above, the City is providing valuable services to address various issues of discrimination found in the community. The programs and progress directed through the City's Housing Division, in conjunction with the outreach efforts conducted by Project Sentinel, is translating to more residents becoming aware of services as well as rights when it comes to fair housing.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year, the City conducts a risk assessment of subrecipients to determine the need for monitoring. All subrecipients are subject to a minimum of desk monitoring. If the risk assessment reveals the need, on-site monitoring is also conducted. Staff will monitor 2022-2023 subrecipients in the fall and winter of 2023.

Additionally, individualized technical assistance was provided to subrecipients on an as-needed basis throughout a program year.

Roseville seeks to ensure minority business owners are included in any outreach and comprehensive planning requirements. In order to do so, public notices are translated and offered in Spanish, and any request for additional translation is available for those who request it. All organizations applying for funding are provided technical assistance to ensure they have info they need to apply. Notices of Funding Availability (NOFA) are provided to a variety of groups to encourage diverse populations have access to the information, including the Placer County Continuum of Care, the Latino Leadership Council, and Placer Collaborative Network. NOFA's are also posted in public locations such as City libraries. Any Requests for Proposals released by the City are noticed in the local newspaper and posted on the City's website in order to ensure a variety of submittals are attained. Contracts include language regarding equal opportunity and nondiscrimination, and contracts requiring subcontractors are encouraged to reach out to minority and women owned businesses for the work to be subcontracted.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City published a notice in the Roseville Press Tribune on September 1, 2023 announcing the availability of the CAPER for public review, the public comment period, to whom comment should be submitted, and the scheduled public hearing. The notice was published in English and in Spanish. Notice was also published on the City's website.

The public was invited to comment during a minimum 15-day period, September 1, 2023 through September 20, 2023.

Any public comments received will be included before the CAPER is submitted to HUD.

DRAFT

The Roseville City Council reviews, conducts the public hearing, and approves the CAPER prior to submission to the Department of Housing and Urban Development.

The City notified public service agencies directly via an email to several local non-profit collaborations regarding the availability of the 2022 CAPER and attached electronic copies/links of the public review/hearing notice and Draft document. Agencies notified included the Placer Collaborative Network, the Placer Consortium on Homelessness, the Latino Leadership Council, and the Health Education Council. The Latino Leadership Council is a local nonprofit that provides services to underserved Spanish-speaking populations by connecting Latinos to a multitude of health, education, and youth development services. The Health Education Council serves residents in under-served communities, particularly minorities. All of these organizations provide services to minorities and persons with disabilities. The City encourages all agencies who receive these types of notices to share this information with their clients and other organizations who may be interested in the Draft CAPER.

A public hearing will be held before the City Council on September 20, 2023 to review the City's progress in meeting its Housing and Community Development needs. The public hearing will allow additional opportunity for the public to comment on the 2022 CAPER.

During the public hearing on September 20, 2023, City Council members will be given the opportunity to ask questions. *Any questions asked by the Council will be included before submission of report to HUD.*

In order to address access to public meetings for persons with disabilities, Roseville Transit offers ADA Paratransit for ADA-certified passengers. Additionally, all information is available in an accessible format to persons with visual impairment upon request. All public notices state:

> *The hearing will be available for live access on Comcast 14, Consolidated Communications 73, AT&T U-verse, and the City's YouTube channel. All interested persons are invited to appear and be heard.*
>
> *Meeting facilities are accessible to persons with disabilities. By request, translation services and documents, as well as alternative accessible document formats are available to persons with varying language needs or disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please contact the City of Roseville by calling 916-774-5200 (voice) or 916-774-5220 (TDD) a minimum of two business days prior to the meeting.*

The CAPER will be submitted to HUD by September 30, 2023 for review.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The Johnson Pool ADA improvements project with the City's Parks and Recreation Department has been delayed due to issues with procuring bids. In September 2022, the project went out to bid, with only one bid received which was far above the project budget. After getting Council approval to reject all bids, the project went out to bid again with a reduced scope, yet no bids were received. The Parks and Recreation Department is working on revising the project scope and design in order to take the project out to bid again. Therefore, this project is currently pending, and accomplishments have not yet been reported. Should the project not move forward, the City will review the Consolidated and Annual Plan to determine how to reallocate the funds in order to meet the City's highest priority needs.

A similar issue occurred with the project planned for The Gathering Inn to soundproof offices for mental health clinicians, case managers, and interns to provide confidential meeting space; although the project was advertised several times, the agency was not able to secure more than one bid for the sound proofing project prior to the contract deadline. Due to the issues with procuring bids and deadline constraints, it was determined the project would be canceled. The agency was encouraged to reapply for the project in a future funding cycle, perhaps with an increased budget to allow for more interest from potential bidders.

CDBG-CV: Report on impacts of COVID pandemic on formula CPD programs:

Due to the pandemic, as part of the 2019 and 2020 Annual Action Plan, the City added priorities and objectives in order to prevent, prepare for and respond to coronavirus. There was no discontinuation of any non-CV related activities, and Annual Action Plan goals continued to be met. The 2021 NOFA for CDBG funds received minimal applications, with no capital improvements project applications. At that time, subrecipients were still working on spending down the influx of additional funds received due to COVID. With the release of the NOFA for 2022 CDBG Entitlement funds, the City received applications for eight public service programs and three capital improvements projects, which is trending back towards typical pre-COVID numbers. Even so, due to factors which impacted spending of all current year projects such as issues with procurement as discussed in CR-45, not all of the City's available grant funds were able to be expended. As for CV specific programs, the City is on track to expend the COVID related funds by the end of the next program year.

The coronavirus pandemic had an impact on several of the CDBG public services programs, including Stand Up Placer and Seniors First. Stand Up Placer, which serves victims of domestic violence, has continued to see increases in the number of beneficiaries served, including increases in calls to the Domestic Violence Emergency Response Team. Due to the pandemic, Seniors First made a change to their Meals on Wheels program, shifting their five day a week meal delivery to three times a week, with

the inclusion of frozen meals along with fresh meals. This helped reduce the amount of visits to homes to mitigate the spread of the coronavirus and ensure as much social distancing as possible.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

DRAFT

Narrative

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by CDBG funds shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, in addition to business concerns which provide economic opportunities to low- and very low-income persons.

One capital and improvements project slated to be completed within the 2022/23 program year was an ADA improvements project to Johnson Pool. As detailed in CR-45, the project has been delayed due to a lack of bids and budget constraints. The project was advertised on the HUD Section 3 Opportunity Portal to encourage bidding by Section 3 businesses. It is anticipated that this project will go out to bid again in the near future. Additionally, although The Gathering Inn office soundproofing project did not proceed, the agency also advertised the project on the Section 3 Opportunity Portal in an effort to have a Section 3 business bid on the project.

The Owner Occupied Housing Rehabilitation projects totaled $230,374, which was the combination of five separate homeowner projects. Although not subject to Section 3 since each single family owner-occupied rehabilitation was under the $200k threshold, one contractor who completed a single family rehab in the 2022 program year is registered as a Section 3 business. This contractor discovered the program through an advertisement for the program on the City's website.

DRAFT

COUNCIL COMMUNICATION

CC #: 2950
File #: 0709-01 & 0215-02

Title: Winding Creek Apartments Project - Fee Deferral
Contact: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Meeting Date: 9/20/2023
Item #: 11.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a fee deferral for the 3338 Blue Oaks Boulevard, Winding Creek Apartments project, consisting of a 216 multi-family residential unit apartment complex in the amount of approximately $3,347,293, plus interest, until building permit occupancy/final permit is issued.

BACKGROUND

The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. The Winding Creek Apartments project is requesting a fee deferral of certain City controlled impact fees. The fee deferral requires City Council approval and that development impact fees are paid for prior to building permit occupancy or the issuance of a final permit, as applicable to each permit.

The Economic Development Department received the attached request from Anthem United Homes Construction, LP. on July 24, 2023, requesting approval of a fee deferral for the Winding Creek Apartment complex ("Complex"). The Complex is located within the Creekview Specific Plan area at 3338 Blue Oaks Boulevard. As shown on the attached plans, the Complex proposes construction of 216 residential units within nine (9) buildings plus a club house, pool, site parking and play areas. All units will be rented at market rates.

A fee estimate has been prepared for the Complex based on the fees for Fiscal Year 2023-24. Only City controlled impact fees are eligible for deferral. The fee deferral types and amounts are identified below:

Fee Item	Fee Amount
Fire Service Construction Fee (WRSP Fiddyment DA)	$132,920.37
Public Facilities Fee	$573,696.00
Water Connection Fee -Domestic	$1,033,128.00
Drainage Fees (Pleasant Grove Creek)	$113,832.00
Traffic Mitigation Fee	$1,182,707.78
Public Benefit Fee	$182,520.00
Solid Waste Fee	$32,241.48

Electric Backbone Fee Three Phase	$96,247.65
Total Eligible Deferral Fees	**$3,347,293.29**

The list of fees eligible for deferral has been vetted by the applicable City departments and only those determined to have no impact to the budget have been included above. As shown above, the current total eligible fee deferral is $3,347,293. The total amount of deferrable fees could change if building permits are pulled outside of FY2023-24, however, the list of deferrable fees would not change following Council action on this item.

Pursuant to Roseville Municipal Code (RMC) Section 4.04.040, all non-residential fee deferrals greater than $100,000 dollars are required to be approved by the City Council. The typical construction and inspection timeframe for apartment complexes is 12-24 months. In an effort to cover lost interest resulting from the City fee deferral there is an interest charge of 1.35% that will be paid upon building permit occupancy or the issuance of a final permit. The RMC additionally identifies an administrative processing fee of $924.90 to be charged per building permit to cover staff's time of processing requests.

FISCAL IMPACT

The requested deferral will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of building permit occupancy/final permit. To ensure that the City will not have any loss of interest income, the RMC requires that interest be charged on monies deferred. Specifically, the City's Finance Department identified that the City's ten-year average pooled interest rate is approximately 1.35%. Therefore, interest at a rate of 1.35% will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral. Additionally, the RMC identifies an administrative processing fee of $924.90 to be charged to each building permit.

The City's fee deferral program is an important economic development tool that facilitates new development that may not otherwise be financially feasible without this program. As a result, this program has the potential to increase impact fees and investment that directly increase property values that may not otherwise occur if this program was not available. Construction of this housing development will create approximately 65-150 temporary construction jobs and approximately 4-10 permanent full and/or part time jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378. This fee deferral meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

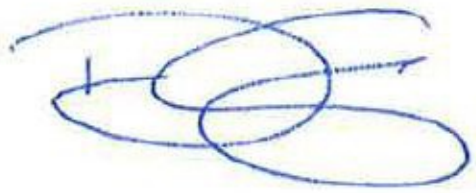
Goal D - Enhance economic vitality

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-381

Application

Plans

RESOLUTION NO. 23-381

APPROVING FEE DEFERRALS FOR THE 3338 BLUE OAKS BOULEVARD, WINDING CREEK APARTMENTS PROJECT

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development Department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development Department received a request from Anthem United Homes Construction, LP, requesting a fee deferral of certain City controlled impact fees; and

WHEREAS, the fee deferral requires City Council approval and that the deferred fees be paid for prior to the issuance of a building permit occupancy/final permit; and

WHEREAS, staff recommends City Council approve the City fee deferral to building permit occupancy/final permit in the amount of $3,347,293.29, plus interest, for the 3338 Blue Oaks Boulevard, Winding Creek Apartments project; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City fee deferral to building permit occupancy/final permit in the amount of $3,347,293.29, plus interest, for the 3338 Blue Oaks Boulevard, Winding Creek Apartments project is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Development Services Department
Building Inspection Division
311 Vernon Street
Roseville, California 95678-2649

Staff Use Only
Permit #: BD
Approval: □ Administrative □ Council (Reso #:____)
Interest Rate:
Date:
Technician Initials:

Non-Residential Development
Impact Fee Deferral Application

Impact Fee Deferral Program

The Impact Fee Deferral Program allows applicants to defer the payment of City controlled impact fees for new non-residential development and building expansions.

Please contact the Building Division at (916) 774-5332 prior to submitting this deferral application to obtain a fee estimate and verify the program requirements related to your project. Where deferred fees are estimated to be $99,999 or less, the Development Services Department may approve the deferral administratively. Where deferred fees are estimated to be $100,000 or more, please contact the Economic Development Department at (916) 774-5362 as City Council approval will be required. At time of submittal, please provide a copy of your fee estimate and, if applicable, a copy of the Resolution approved by Council with this completed application.

Payment of all deferred fees will be required prior to final inspection or issuance of a Certificate of Occupancy. To utilize the program, a processing charge of $924.90 will be collected at the time of permit issuance. In addition, a supplemental fee totaling the City's pooled interest rate ten year average will be collected prior to final inspection to cover the financing costs of monies deferred.

By completing and signing this form you hereby agree to the program requirements, processing charge and supplemental fee, as outlined above and in Roseville Municipal Code Section 4.04.

Project Information

Address: 3338 Blue Oaks Blvd. Roseville 95747

Specific Plan Area: Bldg. A (6): 27,291. Bldg. B (3): 31,294 Ammenity: 6559 Lot # and APN: Lot 1A APN 017-490-001 & 017-490-002

Property Owner/Builder Information

Builder: Anthem United Homes Construction, LP.

Mailing Address: 3001 Douglas Blvd. Suite 100 Roseville 95747

Contact Person: Kevin Sheley Phone Number: 916-740-4257

Owner Signature: Kevin Sheley Email: ksheley@anthemproperties.com

DC EXHIBIT A

CREEKVIEW PHASE 1 VILLAGE 23 FF MAPS 24

N89°51'01"E 824.39'

BLDG 6 TYPE B 24 UNITS 3 STORY

BLDG 5 TYPE A 24 UNITS 3 STORY

BLDG 8 TYPE B 24 UNITS 3 STORY

BLDG 7 TYPE B 24 UNITS 3 STORY

BLDG 1 CLUB HOUSE 1 STORY

(P) DIAL-A-RIDE LOADING AREA

BLDG 4 TYPE A 24 UNITS 3 STORY

22.5' P.U.E. & PASEO ESMT

46' FULL DRIVEWAY MOVEMENT

CLOUD DANCE DRIVE

N00°08'59"W 220.25'

N06°12'00"E 120.70'

N00°08'59"W 100.00'

28.16'

APN 017-101-008 CITY OF ROSEVILLE

S00°08'59"E 470.86'

BLDG 9 TYPE A 24 UNITS 3 STORY

BLDG 10 TYPE A 24 UNITS 3 STORY

BLDG 2 TYPE A 24 UNITS 3 STORY

BLDG 3 TYPE A 24 UNITS 3 STORY

4 PUBLIC

10 (BY OTHERS)

4 PUBLIC (BY OTHERS)

50' P.U.E. & PASEO ESMT

30' DRIVEWAY FULL MOVEMENT

N89°30'20"E 766.56'

R=26.00' Δ=89°39'19" L=40.68'

BLUE OAKS BOULEVARD
(PROPOSED WIDENING BY OTHERS)

50' 100' R/W 50'

PROJECT SUMMARY

UNIT SUMMARY

1-BEDROOM (9 UNITS PER BUILDING)	81
2-BEDROOM (11 UNITS PER BUILDING)	99
3-BEDROOM (4 UNITS PER BUILDING)	36
TOTAL UNITS (24 UNITS PER BUILDING)	**216**

PARKING SUMMARY

REQUIRED PARKING (PER ZONING 19.26.030)

RESIDENT

1-BEDROOM (1.5 PER UNIT + GUEST)	122
2-BEDROOM (2 PER UNIT + GUEST)	198
3-BEDROOM (2 PER UNIT + GUEST)	72
GUEST (1 PER 10 UNITS)	22
TOTAL REQUIRED PARKING SPACES	**414**

PROPOSED PARKING

STANDARD PARKING (9x18 OR 16 w/2' BUMPER OVERHANG)	235
COMPACT PARKING (9x16 OR 14 w/2' BUMPER OVERHANG)	11
MOTORCYCLE PARKING (6X3 ONE PER 40 PARKING STALLS)	8 ○
(8) ACCESSIBLE STALLS (9x18 MIN.) (5 REQUIRED PER TABLE 1109A.3 - 2%)	○
COVERED PARKING SPACES	160
(6) COMPACT STALLS (9X16 MIN.)	
(4) ACCESSIBLE STALLS (9X18 MIN.)	
(4 REQUIRED PER TABLE 1109A.3 - 2%)	
TOTAL PROPOSED PARKING SPACES	**414**

CALGREEN REQUIREMENTS (4.106.4.2)

ELECTRIC VEHICLE CHARGING CAPABLE (10% OF 414 UNCOVERED SPACES)	42
TOTAL PROPOSED EV CAPABLE (REQUIRED PER SECTION 4.106.4.2)	**42** ●
(2) STANDARD EV CAPABLE W/ ACCESS AISLE (REQUIRED PER SECTION 4.106.4.2.2 1 PER 25)	

BIKE PARKING SUMMARY

REQUIRED BICYCLE PARKING

CONSTRUCTION NOTES:

1. CROSSWALK
2. ACCESSIBLE PARKING
3. ACCESSIBLE CURB RAMP
4. SIDEWALK
5. CARPORT
6. TRASH ENCLOSURE
7. SITE LIGHTING
8. FIRE HYDRANT
9. FIRE DEPARTMENT CONNECTION
10. WATER QUALITY BASIN
11. WATER QUALITY SWALE
12. TRANSFORMER PAD LOCATION W/ BOLLARDS PER ROSEVILLE ELECTRIC.
13. DIAL-A-RIDE COVERED BENCH

APPROVED BY THE CITY OF ROSEVILLE DESIGN COMMITTEE 08/18/2022 PLD22-0077

SITE LEGEND:

- ASPHALT PAVEMENT
- CONCRETE
- LANDSCAPE AREA
- SIDEWALK
- BUILDING AREA
- POOL
- WATER QUALITY BASIN
- TURF

N W E S

scale: 1"=30'

30 0 15 30 60

WINDING CREEK APARTMENTS - ROSEVILLE

PRELIMINARY SITE PLAN C 2.0

3338 Blue Oaks Blvd at Cloud Dance Dr, Roseville, California

Proposed By: Anthem United

Anthem United
3001 Douglas Blvd
Roseville, CA 95661

JULY 14, 2022
FINAL DRP SUBMITTAL

TSD ENGINEERING, INC.
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\500-002\02 DWG\B- Planning\FIG\C2.0 Preliminary Site Plan.dwg, Dana, 14:50:24, 07-14-22

DC EXHIBIT C

FRONT ELEVATION

LEFT ELEVATION

FRONT PERSPECTIVE

0 4' 8' 16' 24'

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

Roseville, Ca.

APPROVED BY THE ROSEVILLE DESIGN COMMITTEE

A1.01

EXTERIOR ELEVATIONS - APT. BLDG A - 24 PLEX

WINDING CREEK APARTMENTS

3338 Blue Oaks Avenue - Roseville, CA

BSB DESIGN

BSBDESIGN.COM

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2021 BSB Design, Inc.

July 15, 2022 |MR210118.00

DC EXHIBIT C

BACK ELEVATION

RIGHT ELEVATION

BACK PERSPECTIVE

0 4' 8' 16' 24'

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

Roseville, Ca.

APPROVED BY THE ROSEVILLE DESIGN COMMITTEE

A1.02

EXTERIOR ELEVATIONS - APT. BLDG A - 24 PLEX

WINDING CREEK APARTMENTS

3338 Blue Oaks Avenue - Roseville, CA

BSB DESIGN

BSBDESIGN.COM

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July 15, 2022 |MR210118.00

DC EXHIBIT C

FRONT ELEVATION

LEFT ELEVATION

FRONT PERSPECTIVE

0 4' 8' 16' 24'

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

Roseville, Ca.

APPROVED BY THE ROSEVILLE DESIGN COMMITTEE

A1.03

EXTERIOR ELEVATIONS - APT. BLDG A - 24 PLEX - ALT COLORS

WINDING CREEK APARTMENTS

3338 Blue Oaks Avenue - Roseville, CA

BSB DESIGN

BSBDESIGN.COM

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2021 BSB Design, Inc.

July 15, 2022 | MR210118.00

DC EXHIBIT C

BACK ELEVATION

RIGHT ELEVATION

BACK PERSPECTIVE

0 4' 8' 16' 24'

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

Roseville, Ca.

A1.04

EXTERIOR ELEVATIONS - APT. BLDG A - 24 PLEX - ALT. COLORS

WINDING CREEK APARTMENTS

3338 Blue Oaks Avenue - Roseville, CA

APPROVED BY THE ROSEVILLE DESIGN COMMITTEE

BSB DESIGN

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July 15, 2022 | MR210118.00

DC EXHIBIT C

FRONT ELEVATION

LEFT ELEVATION

FRONT PERSPECTIVE

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

Roseville, Ca.

APPROVED BY THE DESIGN COMMITTEE
CITY OF ROSEVILLE
08/18/2022
PLDS-0077

A2.01

EXTERIOR ELEVATIONS - APT. BLDG B - 24 PLEX

WINDING CREEK APARTMENTS

3338 Blue Oaks Avenue - Roseville, CA

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July 15, 2022 | MR210118.00

DC EXHIBIT C

BACK ELEVATION

RIGHT ELEVATION

BACK PERSPECTIVE

0 4' 8' 16' 24'
scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United
Roseville, Ca.

APPROVED BY THE ROSEVILLE DESIGN COMMITTEE
08/18/2022
PL22-0077

A2.02

EXTERIOR ELEVATIONS - APT. BLDG B - 24 PLEX

WINDING CREEK APARTMENTS

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July 15, 2022 | MR210118.00

DC EXHIBIT C

FRONT ELEVATION

LEFT ELEVATION

FRONT PERSPECTIVE

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

Roseville, Ca.

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A2.03

EXTERIOR ELEVATIONS - APT. BLDG B - 24 PLEX - ALT COLORS

WINDING CREEK APARTMENTS

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July 15, 2022 | MR210118.00

DC EXHIBIT C

BACK ELEVATION

RIGHT ELEVATION

BACK PERSPECTIVE

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

Roseville, Ca.

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A2.04

EXTERIOR ELEVATIONS - APT. BLDG B - 24 PLEX - ALT COLORS

WINDING CREEK APARTMENTS

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DC EXHIBIT C

FRONT ELEVATION

LEFT ELEVATION

FRONT PERSPECTIVE

0 4' 8' 16' 24'

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

5RVHYLOOH &D

APPROVED BY THE ROSEVILLE DESIGN COMMITTEE

A4.01

EXTERIOR ELEVATIONS - COMMUNITY CLUBHOUSE

WINDING CREEK APARTMENTS

3338 Blue Oaks Avenue - Roseville, CA

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DC EXHIBIT C

BACK ELEVATION

RIGHT ELEVATION

BACK PERSPECTIVE

0 4' 8' 16' 24'

scale: 1/8"=1'-0" (on 24"x36" sheet)

Anthem United

Roseville, Ca.

APPROVED BY THE ROSEVILLE DESIGN COMMITTEE

A4.02

EXTERIOR ELEVATIONS - COMMUNITY CLUBHOUSE

WINDING CREEK APARTMENTS

3338 Blue Oaks Avenue - Roseville, CA

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