



AGENDA

October 18, 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. Proclamation - Domestic Violence Awareness Month October 2023

Proclaim October 2023 as Domestic Violence Awareness Month in Roseville and recognizes the vital role that all Californians can play in preventing and one day ending domestic violence.

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 September 20, 2023 City Council Closed Session Meeting, the September 20, 2023 City Council Meeting, the October 4, 2023 City Council Closed Session Meeting, and the October 4, 2023 City Council/Housing Authority Meeting.

CC #: 3007

File #: 0102-03

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

Bids / Purchases / Services

7.2. Office Supplies - Purchase Orders

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-417 APPROVING A PURCHASE ORDER FOR OFFICE SUPPLIES. Staff requests Council approval of purchase orders for office supplies on an as-needed basis by City departments through ODP Business Solutions, LLC. utilizing Oakland County, Michigan's America Saves Program cooperative contract number 010418. The estimated total for office supplies to be purchased for three years is \$1,010,000. Funding is included in each department's budget. Spending for future years will be contingent upon Council approval of budgets.

CC #: 3001

File #: 0203-04

CONTACT: Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

7.3. Vehicle Purchase - Sole Source Purchase Order and Budget Adjustment

Memo from Acting Electric Finance Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION 23-405 APPROVING A SOLE SOURCE PURCHASE ORDER FOR TWO 2027 INTERNATIONAL TRUCKS WITH AN ALTEC D3060E 60' LARGE DISTRIBUTION DIGGER DERRICK; and adopt ORDINANCE NO. 6735 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 sole source purchase order with Altec Industries Inc. for two 2027 International trucks with an Altec D3060E 60' large distribution digger derrick in the amount of \$1,199,498.89. Staff also requests approval of a budget adjustment for the Electric Department of \$1,199,498.89 to fund the purchase of these two electric line trucks in the FY2023-24 Electric Fund budget.

CC #: 6735

File #: 0203-07 & 0201-01

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

7.4. Disposal and Auction Services – Contract Purchase Agreement

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-419 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND J.J. KANE ASSOCIATES, INC. DBA J.J. KANE AUCTIONEERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003328). Staff requests Council approval of a contract purchase agreement with J.J. Kane Associates, Inc. for disposal and auction services for surplus vehicles, equipment, parts, etc. This is a revenue-generating agreement and the cost of the services are paid by the bidders. The revenue generated from the agreement is estimated to be approximately \$500,000 annually. The portion of revenue generated by the Fleet Division will be returned to the Fleet Replacement Fund or the Electric Fund, and the portion of revenue generated by the Purchasing/Central Stores Division will be returned to the General Fund, or other funds as appropriate. Staff also requests authority for the City Manager or his designee to execute one additional one-year contract extension, utilizing the same Sourcwell contract without further Council approval, based on staff's determination that continuing this service is in the City's best interest.

CC #: 3004

File #: 0203-02

CONTACT: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

7.5. Dry Creek and Pleasant Grove Wastewater Treatment Plants Replacement Filtering Media – Sole Source Purchase Order

Memo from Administrative Technician Audrey Ficker and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-415 APPROVING A SOLE SOURCE PURCHASE ORDER FOR REPLACEMENT FILTERING MEDIA FOR THE GAS CONDITIONING

SYSTEMS LOCATED AT THE DRY CREEK AND PLEASANT GROVE WASTEWATER TREATMENT PLANTS. Staff requests Council approval of a sole source purchase order for Unison Solution Inc. to purchase replacement filtering media for the Gas Conditioning Systems located at the Dry Creek and Pleasant Grove Wastewater Treatment Plants. Staff also requests authorization for the City Manager or designee to approve three (3) additional one (1) year purchase order renewals. The estimated cost of this purchase including the renewals is \$800,000. Funding for this purchase will be provided by the Environmental Utilities Department's annual budget in the Wastewater Operations Fund.

CC #: 2997

File #: 0203-09

CONTACT: Audrey Ficker 916-746-1865 agficker@roseville.ca.us

Resolutions

7.6. Pleasant Grove Wastewater Treatment Plant Energy Recovery Project – Installment Sale Agreement Amendment

Memo from Principal Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-418 APPROVING THE INSTALLMENT SALE AGREEMENT AMENDMENT NO. 3 FOR THE PLEASANT GROVE WASTEWATER TREATMENT EXPANSION AND ENERGY RECOVERY PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Installment Sale Agreement Amendment for the Clean Water State Revolving Fund loan from the California State Water Resources Control Board for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project. The amendment extends the final disbursement request date from July 31, 2023 to January 31, 2024 at the low interest loan (1.3 percent) of \$29,674,755. This action has no fiscal impact on the General Fund.

CC #: 3002

File #: 0800-02

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

7.7. Landfill Water Quality and Gas Monitoring Services – Professional Services Agreement

Memo from Environmental Utilities Compliance Administrator Michelle White and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-412 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JACOBS ENGINEERING GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with Jacobs Engineering Group, Inc. for Water Quality and Landfill Gas Monitoring and Reporting Services and other Regulatory-Required

Technical Assistance. The agreement requires multiple ground and surface water samplings and landfill gas emissions monitoring to ensure the levels of emissions do not pose a public health hazard. These services are needed to remain in compliance with State and Federal requirements for closed landfills. The initial contract cost is \$557,640 and spread across three fiscal years (FY2023-24, \$87,360; FY2024-25, \$213,840; FY2025-26 \$256,440). The current fiscal year amount is included in the Waste Services Operations Fund budget and future fiscal years will be included in the respective budgets.

CC #: 2993

File #: 0800-02

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

7.8. Resolution Declaring Weeds and Rubbish a Public Nuisance

Memo from Deputy City Attorney Travis Cochran and Administrative Battalion Chief Michael Bradley recommending the City Council adopt RESOLUTION NO. 23-420 DECLARING THAT A PUBLIC NUISANCE EXISTS IN CONNECTION WITH THE EXISTENCE OF WEEDS, DIRT, RUBBISH, AND/OR RANK GROWTHS ON CERTAIN PROPERTY WITHIN THE CITY OF ROSEVILLE AND DIRECTING THE FIRE CHIEF OR HIS DESIGNEE TO PROVIDE WRITTEN NOTICE. Staff requests Council approval of a resolution so that staff may move forward with the weed abatement process, as weeds and/or other rubbish exist on the property and have not been abated by the property owner and directing the Fire Chief or his designee to give notice of the approving of the resolution and setting the time and place for the required public hearing. There is no fiscal impact associated with the proposed Resolution. If the City incurs costs to abate the nuisance, such costs may be charged to the property owner and constitute a special assessment and lien against the property.

CC #: 3005

File #: 0320-01

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us
Michael Bradley 916-774-4710 mbradley@roseville.ca.us

7.9. Placer County Society for the Prevention of Cruelty to Animals - Lease Agreement

Memo from Facility Manager Dan Allen and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-416 APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the lease agreement with the Placer County Society for the Prevention of Cruelty to Animals (SPCA). The lease agreement sets forth the terms and conditions under which the SPCA will occupy approximately 10,000 square feet of existing building space, covered storage area, and outside paved area located at 100 Corporation Yard Road. Execution of the lease agreement would result in a positive fiscal impact to the General Fund of \$22,980 annually, which would be applied towards the facility's maintenance and upkeep.

CC #: 2999

File #: 1006-01

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

7.10. State Legislative Advocacy Services - Professional Services Agreement

Memo from Utility Government Relations Administrator Noelle Mattock and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-407 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND RENNE PUBLIC LAW GROUP, LLP DBA RENNE PUBLIC POLICY GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with Renne Public Policy Group to provide state legislative advocacy services for the Environmental Utilities Department. The proposed agreement will cost \$10,000 per month, or \$120,000 annually, and will be funded through an equal share from the Water Operations Fund, the Wastewater Operations Fund, and the Waste Services Operations Fund, each funded through utility sales revenue.

CC #: 2988

File #: 0114

CONTACT: Noelle Mattock 916-774-5504 ncmattock@roseville.ca.us

7.11. 2023 Citizens' Benefit Fund Policy Manual Updates

Memo from Management Analyst Tobi Thomas and Assistant City Manager Dion Louthan recommending the City Council adopt RESOLUTION NO. 23-403 APPROVING REVISIONS TO THE CITIZENS BENEFIT FUND POLICY MANUAL. Staff requests Council approve recommended revisions to the Citizens' Benefit Fund Policy Manual. Each year, the Grants Advisory Commission reviews the past year's grant funding cycle documents and updates them, as needed, for the upcoming funding cycle. During the last cycle, the Commission discussed several policies to clarify for the upcoming 2024/2025 funding cycle. Specifically clarifying the language in two sections - bid requirements and site visits. The policy manual has no fiscal impact to the General Fund.

CC #: 2983

File #: 0103-34-02

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

7.12. Sierra View Country Club - Final Map and Subdivision Agreement

Memo from Associate Engineer David Samuelson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-414 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SVCC 75, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE AND APPROVE THE SIERRA VIEW COUNTRY CLUB 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 be creating 75 residential lots, 1 private road lot and 11 private common area lots. The actions requested have no fiscal impact to the City's General Fund.
CC #: 2995

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

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

7.13. Sierra Vista Torrente - Phase 1 Project - Notice of Completion

Memo from Senior Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-413 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA TORRENTE – 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 #: 2994

File #: 0400-04-09-1

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

7.14. Sierra Vista Torrente - Phase 2 Project - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-410 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA TORRENTE – 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 #: 2991

File #: 0400-04-09-1

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

7.15. Sierra Vista Torrente - Phase 3 Project - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-408 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA TORRENTE – PHASE 3 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 #: 2989

File #: 0400-04-09-1

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

7.16. Creekview Westbrook Boulevard Segment 4 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-409 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW WESTBROOK BOULEVARD SEGMENT 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2990

File #: 0400-04-09-1

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

7.17. Creekview Blue Oaks Boulevard Segment 5 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-406 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW BLUE OAKS BOULEVARD SEGMENT 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 A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2986

File #: 0400-04-09-1

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

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

7.18. Longmeadow Parkside Community Facilities District No. 1 Bond Proceeds - Budget Adjustment

Memo from the Park Planning & Development Manager Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6738 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 of \$250,000 from the Longmeadow Parkside Community Facilities District (CFD) No. 1 refunding to the Parks, Recreation & Libraries Capital Projects Fund and appropriating those funds to three new capital improvement projects within the Longmeadow Parkside CFD boundaries. The refunding of the Longmeadow Parkside CFD No. 1 bonds occurred in July 2023 and provided \$250,000 of savings available for capital projects in the district. In reviewing the renovation needs for the Longmeadow area, a spending plan was developed to expend the funds over the next three years. Funding from the Longmeadow bond proceeds will be transferred from the Longmeadow Parkside Community Facilities District CFD No. 1 into the Parks, Recreation & Libraries Capital Projects Fund to appropriate funds to three new capital projects. Any shortfalls to funding the above projects would be budgeted through the Longmeadow Community Facilities District No. 2 (Services District) sinking funds.

CC #: 2998

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

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

7.19. Maidu Community Center Audiovisual Upgrades - Budget Adjustment

Memo from Parks, Recreation & Libraries Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6739 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 \$100,000 to create a new project for audiovisual upgrades at the Maidu Community Center and Riley Meeting Rooms. The Maidu Community Center and Riley Meeting Rooms generate revenues through facility rentals hosting a variety of public and private events such as wedding receptions, parties, and business meetings. To make the facility more attractive and conducive to these events, now and into the future, staff has identified the need to upgrade audiovisual equipment in both facilities and have prioritized upgrading the equipment in both the main reception hall and Meeting Rooms 1 and 2 at the Maidu Community Center due to the age and functionality of the existing equipment. The funds for the upgrades was approved in the FY2023-24 budget and included in Parks, Recreation & Libraries operating budget. This budget adjustment will reduce that appropriation and move it into a project.

CC #: 3000

File #: 0203-10 & 0201-01

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

7.20. Utility Billing Payment Transactions - Budget Adjustment

Memo from Utility Billing Operations Manager Andrea Blomquist and Electric Utility Director Dan Beans recommending the City Council adopt ORDINANCE NO. 6736 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 in the amount of \$220,000 from the Electric Fund (\$110,000), Water Operations Fund (\$36,667), Wastewater Operations Fund (\$36,667) and Waste Services Operations Fund (\$36,666) to cover increased VISA transaction fees and higher paperless customer bill pay adoption volumes for utility services payments.

CC #: 2987

File #: 0800-03 & 0201-01

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

7.21. Institute of Museum and Library Services - Grant Award and Budget Adjustment

Memo from City Librarian Natasha Martin and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-411 ACCEPTING A GRANT AWARD FROM THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES; and adopt ORDINANCE NO. 6737 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 accept a grant in the amount of \$46,273 from the Institute of Museum and Library Services and approve a budget adjustment for \$46,273 in the City's Grants Fund to create a new project for the expenditure of these funds for programs at the Maidu Museum & Historic Site. This budget adjustment will offset \$37,957 of General Fund labor costs, increasing available resources in the General Fund.

CC #: 2992

File #: 0214 & 0716 & 0201-01

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

Ordinances (for second reading and adoption)

7.22. Second Reading - Roseville Municipal Code Ordinances Regarding Parking Garage Restrictions

ORDINANCE NO. 6740 AMENDING SECTION 10.58.100, AND ADDING SECTIONS 10.58.110 AND 10.58.120 TO CHAPTER 10.58 OF TITLE 10 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MUNICIPAL PARKING FACILITIES, for second reading and adoption.

CC #: 3006

File #: 0323

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

Ceremonial Documents

7.23. Proclamation - National Cybersecurity Awareness Month October 2023

Proclaim October 2023 as Cybersecurity Awareness Month in Roseville and officially support the National Cybersecurity Awareness Month and the National Public Awareness Campaign “Stop. Think. Connect.™” and call upon all employees, residents and visitors of Roseville to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

CC #: 3002

File #: 0102-06

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

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. California Board of State and Community Corrections - Grant Award and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-404 ACCEPTING THE GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY; and adopt ORDINANCE NO. 6734 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 accept a Grant Award from the California Board of State and Community Corrections in the amount of \$609,147 and authorize the City Manager to execute the required documents on behalf of the City. The purpose of the Organized Retail Theft Grant is to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft. Additionally, staff requests approval of a budget adjustment in the amount of \$647,960, including funding for the purchase and maintenance of a bait vehicle. This budget adjustment will have no net impact on the City's General Fund.

CC #: 2984

File #: 0214 & 0201-01

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

Brandon Fernandez 916-774-5095 bfernandez@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Roseville Soccer Complex - Approval of Final Construction Documents

Memo from Park Planning & Development Manager Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council

approve the final construction documents for the Roseville Soccer Complex. In August 2022, the Council approved the master plan for the Roseville Soccer Complex which included 10 lighted artificial turf soccer fields, a universally accessible playground and support features such as off-street parking, restrooms, shade structures, concession/officials room, lighting and walkways. At that time, a Subsequent Initial Study/Mitigated Negative Declaration was adopted to comply with the California Environmental Quality Act (SCH No. 2002082057). The approved delivery model is a design-assist process. This allows for the development of the plans in collaboration with the City, the Designer and the Contractor. Benefits of this approach provide for a method to control costs through a pre-construction phase for budget analysis and constructability review, minimizes change orders and allows for the phasing of construction work while other aspects of the project are being refined. This decreases delays and provides for an earlier start of construction. The grading plans for the Soccer Complex were approved by Council on June 7, 2023. Grading operations began on June 12, 2023. The Engineering and Building permits have now been issued for the full project. This milestone allows the construction of the Soccer Complex to keep moving forward. Funding for the construction of the project was approved on March 15, 2023 with the award of the construction contract to Bothman Construction, Inc. The funding for this work includes allocations from the West Roseville Neighborhood Park Fund, the West Roseville Citywide Park Fund, the Strategic Improvement Fund, the Public Facilities Fund, the General Fund, the Federal Stimulus Reserve - American Rescue Plan Act Fund and repayment from Placer Valley Tourism for work performed under a separate Sports Complex effort. Maintenance for this facility will be funded by revenue generated by the facility and the Parks, Recreation & Libraries operations budget in the General Fund.

CC #: 2996

File #: 0704

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

10. COUNCIL REPORTS / PUBLIC COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 3008
File #: 0102-06

Title: Proclamation - Domestic Violence Awareness Month October 2023
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 10/18/2023
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim October 2023 as Domestic Violence Awareness Month in Roseville and recognizes the vital role that all Californians can play in preventing and one day ending domestic violence.

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

Domestic Violence Awareness Month

Proclamation

DOMESTIC VIOLENCE AWARENESS MONTH October 2023

WHEREAS, October is annually recognized as National Domestic Violence Awareness Month; and

WHEREAS, although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done; and

WHEREAS, there is a need to provide education, awareness and understanding of domestic violence and its causes; and

WHEREAS, there is a need to support and amplify prevention programs and community-based strategies to create healthy environments and decrease the likelihood of perpetration, thereby stopping domestic violence from occurring in the first place; and

WHEREAS, California has higher rates of domestic violence experienced by both men and women when compared to the national average; and

WHEREAS, domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and

WHEREAS, children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems in adolescence, and serious adult health problems; and

WHEREAS, the City of Roseville recognizes the vital role that all Californians can play in preventing and one day ending domestic violence.

NOW, THEREFORE, I, BRUCE HOUDSHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of OCTOBER 2023 as NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH.

SIGNED AND APPROVED this 18th day of October 2023.



BRUCE HOUDSHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 3007
File #: 0102-03

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

Meeting Date: 10/18/2023
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the September 20, 2023 City Council Closed Session Meeting, the September 20, 2023 City Council Meeting, the October 4, 2023 City Council Closed Session Meeting, and the October 4, 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.

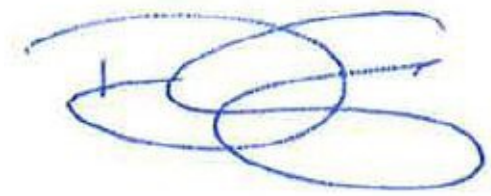
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Melissa Lipp, City Clerk Technician

Carmen Avalos, City Clerk

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

September 20, 2023 Closed Session

September 20, 2023

October 4, 2023 Closed Session

October 4, 2023



MINUTES

September 20, 2023

CLOSED SESSION

4:30 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

www.roseville.ca.us

A. CLOSED SESSION CALL TO ORDER

Vice Mayor Krista Bernasconi called the meeting to order at 4:30 p.m.

B. CLOSED SESSION ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Mendonsa, Houdesheldt (arrived at 4:35 p.m.)

C. CLOSED SESSION PUBLIC COMMENTS

No public comment received.

D. CLOSED SESSION

D.1. Conference with Legal Counsel - Existing Litigation

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

Marcus Hill-Colbert, et al. v. City of Roseville, et al.

United States District Court, Eastern District of California, Case Number: 2:22-cv-01651-WBS-DB

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

Closed Session Disclosure: No reportable action taken.

E. CLOSED SESSION ADJOURNMENT

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



MINUTES

September 20, 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 6:06 p.m.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

Member of the audience led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

5. PRESENTATIONS

5.1. Resolution - 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

Mayor Bruce Houdesheldt made the presentation to Matthew Bridge, who responded.

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

Mayor Bruce Houdesheldt made the presentation to Mark Ozenick, who responded.

6. PUBLIC COMMENTS

Lorin Meeks-Harris congratulated Mayor Houdesheldt on the State of the City Event.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to approve the Consent Calendar as recommended with Councilmember Scott Alvord recusing himself from Item 7.10 due to owning Microsoft stock.. The Motion Passed.

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

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 Barte 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 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

Councilmember Scott Alvord recused himself from Item 7.10 due to owning Microsoft stock.

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](mailto:jcumming@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](mailto:jcumming@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

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

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 23-384 A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AN 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. The Motion Passed.

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

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

Public Works Director Jason Shykowski introduced Engineering Manager Stefanie Kemen, who made the presentation to the City Council.

Sandy, Placer County resident, spoke on safety concerns.

Public Works Director Jason Shykowski provided clarification.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to 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. The Motion Passed.

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

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

Roseville Police Chief Troy Bergstrom and Deputy City Attorney Travis Cochran made the presentation to the City Council.

Chris spoke on supporting the actions taken by Placer County.

Justin Masters spoke on supporting the actions taken by Placer County.

Jonathan (last name inaudible) inquired why SANE is not required to provide all their services in Roseville.

Roxanne, Placer County, spoke in support of more formal opposition.

Diana (last name inaudible) spoke on supporting the actions taken by Placer County.

Lily (last name inaudible) spoke on the ordinance being a contradicting measure.

Sandy spoke on supporting the actions taken by Placer County.

Delora Alva spoke on Placer County Sheriff Wayne Woo's letter.

Resident inquired how the program is conducted in Beverly Hills or Marin County.

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

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

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

Assistant Environmental Utilities Director Devin Whittington introduced Refuse and Stormwater Manager Brian Craighead, who made the presentation to the City Council.

Melinda Surmani representing Roseville Coalition of Neighborhood Associations spoke in appreciation of the event.

For information only. No action taken.

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

Development Services Director Mike Isom made the presentation to the City Council.

Permit Technician Yuri Zinzun continued the presentation to the City Council.

Deputy City Attorney Travis Cochran continued the presentation to the City Council.

No public comment received.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to 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. The Motion Passed.

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

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

Assistant City Manager/Chief Financial Officer Dennis Kauffman introduced Assistant Finance Director Scott Pettingell, who made the presentation to the City Council.

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

No public comment received.

For Information only. No action taken.

11. PUBLIC HEARING

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

Mayor Bruce Houdesheldt opened the public hearing at 8:33 p.m.

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

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing at 8:35 p.m.

City Clerk Carmen Avalos announced the ballot results:

Eligible Votes: 3

Yes Votes: 3

No Votes: 0

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to 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). The Motion Passed.

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

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

Mayor Bruce Houdesheldt opened the public hearing at 8:37 p.m.

Senior Planner Lauren Hocker made the presentation to the City Council.

Development Services Director Mike Isom and Planning Manager Greg Bitter provided clarification to the City Council.

Marla Bourland with the Roseville Area Chamber of Commerce spoke in support of the Ordinance.

Mayor Bruce Houdesheldt closed the public hearing at 8:45 p.m.

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

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

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

Mayor Bruce Houdesheldt opened the public hearing at 8:47 p.m.

Development Services Planning Manager Greg Bitter made the presentation to the City Council.

Scott Canel, with Pine Island Apartments, LLC and FD34 Development LLC, provided clarification.

Mayor Bruce Houdesheldt closed the public hearing at 8:56 p.m.

Motion by Scott Alvord, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 23-383 OVERRULING ANY OBJECTIONS AND ORDERING SIERRA VISTA SPECIFIC PLAN PARCEL WB-52 TO BE ABANDONED AS A CITY PARK. The Motion Passed.

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

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

Mayor Bruce Houdesheldt opened the public hearing at 8:57 p.m.

Development Services Director Mike Isom introduced Associate Planner Kinarik Shallow, who made the presentation to the city Council.

Scott Campbell, with the developer, spoke in support of staff and the project.

Mayor Bruce Houdesheldt closed the public hearing at 9:06 p.m.

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

Mayor Bruce Houdesheldt opened the public hearing at 9:11 p.m.

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

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing at 9:15 p.m.

Motion by Tracy Mendonsa, seconded by Scott Alvord, to 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 DEVELOPEMENT BLOCK GRANT 2022 CAPER TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT. The Motion Passed.

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

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

Mayor Bruce Houdesheldt opened the public hearing at 9:17 p.m.

Economic Development Director Melissa Anguiano introduced Economic Development Analyst Gina McColl, who made the presentation to the City Council.

Kevin Sheeley, with Anthem Properties, spoke in support of the project.

Mayor Bruce Houdesheldt closed the public hearing at 9:20 p.m.

Motion by Krista Bernasconi, seconded by Scott Alvord, to adopt RESOLUTION NO. 23-381 APPROVING FEE DEFERRALS FOR THE 3338 BLUE OAKS BOULEVARD, WINDING CREEK APARTMENTS PROJECT. The Motion Passed.

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

12. COUNCIL REPORTS / PUBLIC COMMENTS

Mel Hamel Passing- Councilmember Pauline Roccucci announced.

No public comment received.

Pleasant Grove Wastewater Treatment Plant Expansion Ribbon Cutting Ceremony - Councilmember Scott Alvord reported on attendance.

Four Corners and Audrey Huisking Park Openings - Councilmember Scott Alvord reported on attendance.

Placer County Economic Development Board Meeting - Councilmember Scott Alvord reported on attendance.

Swinerton Construction Ribbon Cutting Ceremony - Councilmember Scott Alvord reported on attendance.

Fire Station Visits in Honor of 9/11 - Councilmember Scott Alvord reported on attendance.

New California State University of Sacramento President, Luke Wood, Councilmember Pauline Roccucci reported.

Capitol Corridor Joint Powers Authority Third Track Project - Mayor Bruce Houdesheldt announced final funding allocation received.

13. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 9:27 p.m.



AGENDA

October 4, 2023

CLOSED SESSION

5:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

www.roseville.ca.us

A. CLOSED SESSION CALL TO ORDER

B. CLOSED SESSION ROLL CALL

C. CLOSED SESSION PUBLIC COMMENTS

D. CLOSED SESSION

D.1. Conference with Labor Negotiators

Pursuant to California Government Code Section 54957.6

Chief Negotiators: Timothy Davis, Burke, Williams & Sorensen; Janie Carduff,

Assistant Human Resources Director; Jonathan Levy, Senior Deputy City Attorney

Agency designated representative: Stacey Peterson, Human Resources Director

Employee Organizations: Roseville Police Association; International Union of

Operating Engineers, Stationary Engineers, Local 39; and

Management/Confidential Employees, unrepresented employees

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

E. CLOSED SESSION ADJOURNMENT



MINUTES

October 4, 2023

CITY COUNCIL
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 6:03 p.m.

2. ROLL CALL

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

Absent: Councilmember Pauline Roccucci

3. PLEDGE OF ALLEGIANCE

Nick Bryant led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

5. PUBLIC COMMENTS

Nick Bryant spoke on concerns of homeless population in downtown.

Lorin Meeks-Harris spoke on Leadership Roseville 2024 program.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Krista Bernasconi, seconded by Tracy Mendonsa, to drop Item 6.8 from the Agenda, and approve the remaining items as presented. The Motion Passed.

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

Absent: Roccucci

Bids / Purchases / Services

6.1. Generator System with Day Tank, Automatic Transfer Switch, and Docking Station (RFQ 10-3346) - Reject All Bids

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-394 REJECTING ALL BIDS FOR A GENERATOR SYSTEM WITH DAY TANK, AUTOMATIC TRANSFER SWITCH, AND DOCKING STATION (RFQ #10-3346). Staff requests Council approve a request to reject all bids received for Request for Quotes (RFQ) 10-3346 for the purchase of a generator system with day tank, automatic transfer switch, and docking station. During staff review it was determined the level of detail needed to evaluate critical design components for the alternate products was not included in the specifications. Staff plans to add clarifying language to the specifications and issue a new RFQ at a later date. There is no fiscal impact at this time since there will be no award.

CC #: 2965

File #: 0203-21

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

6.2. Security Information and Event Management – Contract Purchase Agreement

Memo from Information Security Administrator Cesar Gamez and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 23-397 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OPTIV SECURITY INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003277). Staff requests Council approve a contract purchase agreement with Optiv Security Inc. for subscription services for Sumo Logic's Security Information and Event Management Solution. This solution will provide a cybersecurity system analytics platform to enhance visibility across the City network, computers, and applications to identify, troubleshoot, and resolve cybersecurity threats. The total amount of the agreement of \$222,886.88 is included in the Information Technology Replacement Fund and Information Technology Operations Fund budgets.

CC #: 2968

File #: 0203-06

CONTACT: Cesar Gamez 916-774-5408 pcgamez@roseville.ca.us

Resolutions

6.3. Creekview Specific Plan C-40 & C-43 - Affordable Rental Housing Agreement

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-393 APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE 712, L.P., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the Affordable Rental Housing Agreement for the Roseville 712, L.P. affordable housing project in the Creekview Specific Plan. The agreement will support the City's General Plan in meeting the affordable housing goals. No General Fund resources will be used in the development of this project.

CC #: 2964

File #: 0400-04-13-1 & 0709

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

6.4. Sierra Vista Specific Plan Mitigation Fee Program Administration - Professional Services Agreement

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-400 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECONOMIC AND PLANNING SYSTEMS, INC., 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 Economic and Planning Systems, Inc. for Sierra Vista Specific Plan Mitigation Fee Program administration. The total cost of the service is \$150,000 annually, which is funded through the developer-paid Sierra Vista Infrastructure Fee program. There is no impact to the General Fund.

CC #: 2971

File #: 0800-06

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

6.5. Parks Pre-Qualification Procedure Renewal

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-399 APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. Staff requests Council approve the pre-qualification process set forth in the Department of Industrial Relations publication. Based on the need to more effectively and efficiently administer the construction of these projects, due to a narrower construction window in order to comply with regulatory guidelines such as storm water pollution and prevention, air quality, etc., that there is more work than companies to perform the work, and an unstable construction environment that has affected the overall industry, it has become more challenging

to attract qualified contractors. In order to address these concerns, staff has determined that it would be best to pre-qualify all prime contractors seeking to bid specific park projects. There is no direct fiscal impact in approving the pre-qualification and appeals process. It is expected that the adoption of this process and the resolution will garner similar results experienced in previous years and will attract qualified bidders, resulting in the best value for the City.

CC #: 2970

File #: 0704

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

6.6. Pleasant Grove Wastewater Treatment Plant Expansion Project – Notice of Completion

Memo from Principal Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-396 ACCEPTING THE PUBLIC WORK KNOWN AS THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION 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 Pleasant Grove Wastewater Treatment Plant Expansion Project as complete. The total cost of the construction contract with W.M. Lyles Company, including all change orders, is \$59,281,827.30. Funding for this project was provided by the South Placer Wastewater Authority.

CC #: 2967

File #: 0900-02-02-2

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

6.7. Water Meter Test Bench System Installation and Training - Professional Services Agreement

Memo from Water Distribution Supervisor David Boisa and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-398 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OW INVESTORS, LLC DBA MARS COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with OW Investors, LLC dba MARS Company to provide on-site installation, training, and ongoing hardware and software maintenance of the water meter test bench system. The cost to perform these services is \$147,890. Funding for the Water Meter Test Bench System Installation and Training will come from the Water Operations Fund.

CC #: 2969

File #: 0800-02

CONTACT: David Boisa 916-774-5763 dboisa@roseville.ca.us

Ordinances (for introduction and first reading)

6.8. Levine Act - Proposed Amendments to Roseville Municipal Code regarding Mandatory Contribution Limits

Memo from City Clerk Carmen Avalos and Senior Deputy City Attorney Jonathan Levy recommending the City Council introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.60.065 OF CHAPTER 2.60 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MANDATORY CONTRIBUTION LIMITS. The proposed changes (primarily, reducing the contribution limit to \$250) more closely aligns the City with the recently expanded Levine Act of 1982, in light of the passage of Senate Bill 1439. There is no fiscal impact associated with the proposed ordinance.

CC #: 2975

File #: 0503

CONTACT: Jonathan Levy 916-774-5325 jlevy@roseville.ca.us
Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

Item dropped from the agenda.

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

6.9. Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation Project – Award of Contract and Budget Adjustment

Memo from Assistant Engineer William Montz and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-395 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BWD CONSTRUCTION, INC. DBA BWD GENERAL ENGINEERING CONTRACTORS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6722 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 award of a Construction Agreement to BWD Construction, Inc. dba BWD General Engineering Contractors for the Pleasant Grove Pump Station Variable Frequency Drive Upgrade and Valve Automation Project in the amount of \$543,600 and authorization for the City Manager or his designee to approve and pay for contract change orders for the project that could increase the contract amount by no more than 10% or \$54,360, for a not-to-exceed total contract amount of \$597,960. This item also requests approval of a budget adjustment of \$150,000 to fully fund this project from available resources in the Water Rehabilitation Fund.

CC #: 2966

File #: 0900-02 & 0201-01

CONTACT: William Montz 916-774-5545 wmontz@roseville.ca.us

6.10. Staffing and Salary Schedule Changes

Memo from Human Resources Manager Linda Hampton and Human Resources

Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6723 AMENDING ORDINANCE NO. 6588, THE SALARY ORDINANCE FOR CONFIDENTIAL EMPLOYEES, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE OCTOBER 7, 2023, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6724 AMENDING ORDINANCE 6695, THE SALARY ORDINANCE FOR PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AS AMENDED BY APPENDIX "G" TO BE EFFECTIVE OCTOBER 7, 2023, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6725 AMENDING ORDINANCE NOS. 6637, THE SALARY ORDINANCES FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE OCTOBER 7, 2023, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6726 AMENDING ORDINANCE NO. 6701, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE OCTOBER 7, 2023, AS AN URGENCY MEASURE. As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff requests that Council approve the A & B Confidential salary schedules to reflect the addition of Legal Assistant I/II, the deletion of Legal Clerk I/II and a salary adjustment for Paralegal. Also requested, is Council approval for A & B IBEW salary schedules reflecting the addition of an Electric Operations Safety Technician and approval of A & B Local 39 salary schedules reflecting the addition of Industrial Waste Analyst, Laboratory Analyst I/II, Senior Laboratory Analyst, and Waste Services Field Enforcement Inspector and the deletion of Industrial Waste Specialist. In addition, Council approval is requested to approve A & B Management salary schedules adding Purchasing Supervisor, retitling Building Inspection Supervisor to Assistant Building Official and a salary schedule increase for the Cultural Arts Supervisor. Staff also requests that the City Council approve the reclassification of nine positions and the addition of 5.5 new positions of which one will be filled through a promotional recruitment process with the resulting vacancy eliminated. For the remainder of FY2023-24, the impact is as follows: (1) Environmental Utilities operating funds - \$339,635 of which \$179,442 was included in the FY2023-24 budget, (2) Electric Operating Funds – \$72,794 of which \$52,807 was included in the FY2023-24 budget, and (3) General Fund - \$159,936 of which \$124,303 was included in the FY2023-24 budget. All net budget increases can be absorbed in existing appropriations, so no budget adjustments are requested at this time.

CC #: 2972

File #: 0600-01

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

6.11. Sutter Roseville Medical Center Neighborhood Policing - Grant Award and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-402 ACCEPTING A GRANT AWARD FROM SUTTER VALLEY HOSPITALS DBA SUTTER ROSEVILLE MEDICAL CENTER, APROVING THE NEIGHBORHOOD POLICING GRANT AWARD AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE;

and adopt ORDINANCE NO. 6727 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City has been awarded \$1,585,917 in grant funding from Sutter Valley Hospitals, a California nonprofit public benefit corporation dba Sutter Roseville Medical Center to support the Police Department's Patrol Unit by providing police officer presence and patrol within Sutter Roseville Medical Center (SRMC) Campus, continuing the SRMC Neighborhood Policing Program. The recommended budget adjustment totals \$1,796,720, establishing the revenue and expenditure budgets for the new award agreement of \$1,585,917 in the General Fund, and increasing revenue and expenditure budgets in the Fleet Services and Fleet Replacement Funds in the amount of \$55,498 for maintenance and replacement cost of one patrol vehicle. Additionally, an adjustment of \$155,304 will increase project revenue and expenditure budgets for costs incurred between July 1, 2022 – February 12, 2023, in excess of budget. The overage was due to only budgeting one year of the initial grant award with SRMC.

CC #: 2977

File #: 0323 & 0214 & 0201-01

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

Christopher Ciampa 916-774-5040 cciampa@roseville.ca.us

6.12. Roseville Municipal Code Ordinances Regarding Parking Garage Restrictions

Memo from Deputy City Attorney Travis Cochran and Police Chief Troy Bergstrom recommending the City Council adopt ORDINANCE NO. 6733 AMENDING CHAPTER 10.58 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MUNICIPAL PARKING FACILITIES, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE OCTOBER 4, 2023 AS AN URGENCY MEASURE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE; and introduce for first reading an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 10.58 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MUNICIPAL PARKING FACILITIES. Staff requests Council approve the amendment of Chapter 10.58 which would allow the City Manager or his or her designee to close all or portions of City parking facilities when necessary for the orderly or efficient administration of City business and allows the City to cite individuals who access areas that have been deemed closed or restricted. These changes will give the City additional tools and flexibility in combatting unauthorized and dangerous activities being performed in City parking garages. There is no fiscal impact.

CC #: 2982

File #: 0323

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

Troy Bergstrom 916-774-5010 tbergstrom@roseville.ca.us

Ordinances (for second reading and adoption)

6.13. Second Reading - Roseville Municipal Code Amendment - Graffiti

ORDINANCE NO. 6729 AMENDING CHAPTER 10.53 OF TITLE 10 OF THE

ROSEVILLE MUNICIPAL CODE REGARDING GRAFFITI, for second reading and adoption.

CC #: 2980

File #: 0800-04

CONTACT: Mike Isom 916-774-5285 misom@roseville.ca.us

Travis Cochran 916-774-5325 tecochran@roseville.ca.us

6.14. Second Reading - Roseville Municipal Code Ordinances Regarding Syringe Exchange Programs

ORDINANCE NO. 6728 ADDING CHAPTER 9.90 TO TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SYRINGE EXCHANGE PROGRAMS, for second reading and adoption.

CC #: 2978

File #: 0300

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

Troy Bergstrom 916-774-5010 tbergstrom@roseville.ca.us

6.15. Second Reading - 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 - Rezone and Development Agreement Amendments

ORDINANCE NO. 6718 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6719 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 ORDINANCE NO. 6720 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 ORDINANCE NO. 6721 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, for second reading and adoption.

CC #: 2963

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

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

6.16. Second Reading - Downtown Code and Ordinance Updates 2023

ORDINANCE NO. 6730 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 adopt ORDINANCE NO. 6731 AMENDING SECTION 17.06.220 OF CHAPTER 17.06 OF TITLE 17 OF THE ROSEVILLE MUNICIPAL CODE REGARDING WALL SIGNS FOR BUILDING COMPLEXES; and adopt ORDINANCE NO. 6732 AMENDING SECTION 19.86.020 OF CHAPTER 19.86 OF TITLE 19 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ZONING ORDINANCE AMENDMENTS, for second reading and adoption.

CC #: 2980

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

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Retired Annuitant 180 Day Wait Period Exception

Memo from Human Resource Manager Linda Hampton and Human Resource Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 23-401 RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 AND 21224. Staff requests Council approve an exception to the 180-day wait period for public agencies to hire a retired annuitant as allowed by the California Public Employees' Retirement System and in compliance with California Government Code Sections 7522.56 and 21224. The resolution would allow recently retired Kerry Andrews, Assistant Engineer, to be rehired as an annuitant, without waiting the 180 days after retirement waiting period. Mr. Andrews would be brought back based on his specialized knowledge and skills needed to successfully train other newly hired engineers on complex private land development projects, as two other unexpected engineer resignations occurred in the same division, leaving the division 50% staffed. Based on the 960-hour limit that a retired annuitant may work, the maximum fiscal impact is estimated to be \$49,608.67. This can be absorbed in the current Development Services Department's FY2023-24 budget due to salary savings from vacancies and development revenue.

CC #: 2976

File #: 0600

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

Human Resources Director Stacey Peterson made the presentation to the City Council.

No public comment received.

Motion by Tracy Mendonsa, seconded by Scott Alvord, to adopt RESOLUTION NO. 23-401 RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GOVERNMENT CODE SECTIONS 7522.56 AND 21224. The Motion Passed.

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

Absent: Roccucci

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. HOUSING AUTHORITY/CITY COUNCIL - Homeless Housing, Assistance, and Prevention Program - Grant Agreement and Budget Adjustment

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 3-23 APPROVING A GRANT AGREEMENT BETWEEN HOMELESS RESOURCE COUNCIL OF THE SIERRAS AND ROSEVILLE HOUSING AUTHORITY; and adopt RESOLUTION NO. 4-23 APPROVING A BUDGET ADJUSTMENT FOR FISCAL YEAR 2023-24. Staff requests Council approve the Homeless Housing, Assistance, and Prevention grant agreement with Homeless Resource Council of the Sierras which will continue to support the Landlord Incentive Program in order to reduce instances and durations of homelessness. Staff also requests Council approve a budget adjustment in the amount of \$100,000 to fund the Landlord Incentive Program. There will be no cost to the General Fund.

CC #: 2974

File #: 0709-04 & 0214 & 0201-01

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

Housing Manager Trisha Isom introduced Housing Supervisor Suzi Cook-Turner, who made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION NO. 3-23 APPROVING A GRANT AGREEMENT BETWEEN HOMELESS RESOURCE COUNCIL OF THE SIERRAS AND ROSEVILLE HOUSING AUTHORITY; and adopt RESOLUTION NO. 4-23 APPROVING A BUDGET ADJUSTMENT FOR FISCAL YEAR 2023-24. The Motion Passed.

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

Absent: Roccucci

8.2. Youth Sports Coalition - Dissolution Direction

Memo from Parks, Recreation & Libraries Manager Jeff Nereson and Parks, Recreation & Libraries Director Jill Geller recommending the City Council provide direction on whether the Youth Sports Coalition (YSC) should be dissolved in its current form as a Council-created ad hoc advisory committee. The YSC is different than other Council-created Boards and Commissions in that City Council does not appoint its representatives. Members of the youth sports organizations select their own representative and when a representative is not available for the meeting, the organizations often send a substitute. At the Coalition's July 27, 2023 meeting, league representatives from each organization in attendance, and the YSC's Parks & Recreation Commission representatives, voted in favor of dissolving the Coalition in its current form and putting forth this recommendation to City Council (six voted in favor, zero opposed and two abstained), in order to increase the group's efficiency and effectiveness. This change will not affect the purpose or goals of the YSC, and if approved by the City Council to be dissolved, staff will continue to meet informally with the youth sports organizations to carry out its purpose and goals; however, this change will provide more flexibility for both City staff and the youth sports organizations. Funds will still be collected for the leagues' individual projects, as well as for City-identified projects and for field maintenance. Safeguards for the expenditure of funds will remain in place, as these funds are handled by the City. There is no fiscal impact resulting from this action.

CC #: 2973

File #: 0103-19

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

Parks, Recreation & Libraries Director Jill Geller introduced Parks, Recreation & Libraries Superintendent Kristi LaRoche and Parks, Recreation & Libraries Manager Jeff Nereson.

Parks, Recreation & Libraries Superintendent Kristi LaRoche made the presentation to the City Council.

Parks, Recreation & Libraries Manager Jeff Nereson continued the presentation to the City Council.

Youth Sports Coalition Chair Matthew Bridge spoke in support of the dissolution.

Absent: Roccucci

9. **COUNCIL REPORTS / PUBLIC COMMENTS**

Lisa, resident of Westpark Roseville, spoke on traffic concerns and on transparency from the City.

Law & Regulatory Commission - Councilmember Tracy Mendonsa reported on attendance.

Roseville Police Athletics League Bacon & Brew Bash, to be held on Saturday, October 14th - Councilmember Scott Alvord spoke on the upcoming

event.

League of California Cities - Councilmember Scott Alvord reported on being the City representative at the conference.

Placer County District Attorney Citizens Academy - Councilmember Scott Alvord reported on attendance.

Fiddymont Farms Elementary School Parent Teacher Club Meeting - Councilmember Scott Alvord reported on attendance.

Greater Sacramento Economic Council - Vice Mayor Krista Bernasconi reported on attendance.

Brown Elementary Mystery Reader - Vice Mayor Krista Bernasconi reported on attendance.

Coffee With A Cop - Vice Mayor Krista Bernasconi reported on attendance.

Placer Valley 2023 - Vice Mayor Krista Bernasconi announced the event to be held October 6, 2023.

Westbrook Elementary - Mayor Bruce Houdesheldt reported on delivering dictionaries to 3rd graders.

Roseville High School Homecoming Parade - Mayor Bruce Houdesheldt led the parade.

Sacramento Groundwater Authority 25th Anniversary - Mayor Bruce Houdesheldt reported on attendance

Roseville Employees Annual Charitable Hearts (R.E.A.C.H.) Softball Tournament - Mayor Bruce Houdesheldt will throw out the first pitch on Saturday, October 7th.

Pride Industries Facilities Tour - Mayor Bruce Houdesheldt reported on attendance.

Capitol Corridor Joint Powers Authority Meeting - Mayor Bruce Houdesheldt reported on attendance.

Bill Santucci Memorial Golf Tournament - Mayor Bruce Houdesheldt reported on attendance.

Saint Vincent DePaul's 40th Anniversary - Mayor Bruce Houdesheldt reported on attendance.

California Department of Water Resources - Mayor Bruce Houdesheldt reported on award of \$8 million dollars for ground water banks.

10. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 6:47 p.m.



COUNCIL COMMUNICATION

CC #: 3001
File #: 0203-04

Title: Office Supplies - Purchase Orders
Contact: Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

Meeting Date: 10/18/2023
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the purchase of office supplies on an as-needed basis by City departments through ODP Business Solutions, LLC, utilizing Oakland County, Michigan's America Saves Program cooperative contract number no. 010418.

Staff also requests authority for the City Manager or his designee to continue issuing purchase orders for two (2) additional two (2) year renewals 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, provided that the budget for office supplies is approved each fiscal year.

BACKGROUND

Office supplies are purchased citywide on an as-needed basis throughout the year. The City is piggybacking on the "America Saves Program" cooperative contract, a competitively bid contract initiated by the County of Oakland, Michigan, and awarded to ODP Business Solutions, LLC, formerly Office Depot Business Solutions.

The term of the initial America Save Program is through September 30, 2026 with the option to renew for two additional 2-year renewals through September 30, 2030.

FISCAL IMPACT

The estimated total for office supplies to be purchased for three years is \$1,010,000. Funding is included in each department's budget. Estimated spending for future years will be contingent upon Council approval of budgets. Projected spending for the renewal years, are as follows: FY2026-27 \$262,500; FY2027-28 \$385,000; FY2028-29 \$420,000; FY2029-30 \$462,000, FY2030-31 \$115,000.

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 §20165 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of office supplies 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,

Becky Philipp, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-417

RESOLUTION NO. 23-417

APPROVING A PURCHASE ORDER FOR OFFICE SUPPLIES

WHEREAS, a purchase order for office supplies, between the City of Roseville and ODP Business Solutions, 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

BE IT FURTHER RESOLVED by the Council of the City of Roseville that the City Manager or his designee is additionally authorized to continue issuing purchase orders for two (2) additional two (2) year renewals 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, provided that the budget for office supplies is approved each fiscal year.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 6735

File #: 0203-07 & 0201-01

Title: Vehicle Purchase - Sole Source Purchase Order and Budget Adjustment

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

Meeting Date: 10/18/2023

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order for Altec Industries Inc. for two 2027 International trucks with an Altec D3060E 60' large distribution digger derrick, and adopt an ordinance approving a budget adjustment to the FY2023-24 Electric Fund budget to fund the purchase of these two electric line trucks.

BACKGROUND

The electric line truck is one of the largest vehicles in the Electric Department's fleet, and they are used by crews to house and transport materials, equipment, and include a bucket/boom for performing most jobs. There are currently five line trucks in the Electric Department's fleet, and this budget adjustment will initiate the replacement of two existing line trucks. Since there are long four to five-year lead times on these vehicles, staff is recommending beginning the process to order two new trucks now and retire two existing trucks upon their arrival.

The approval of this sole source and budget adjustment will enable Fleet Services to issue a purchase order to lock in pricing and order the two new line trucks. A sole source is needed to purchase the line trucks from Altec Industries Inc. as they are the sole manufacturer and distributor of Altec vehicles. The City owns and operates more than twenty Altec vehicles. Fleet Services standardized on this brand due to price, factory training of City mechanics, and equipment needs of Roseville Electric Utility. Purchasing Altec vehicles allows for electric crews to alternate vehicles without needing training on different vehicle types. During the production of Altec D3060E digger derricks, it is common to encounter unanticipated or changed conditions which necessitate additions or other modifications to the project and the contract. Due to the complexity of the build, the Fleet Manager requests authorization for the City Manager or his designee to approve change order requests in an amount not to exceed 1% of the contract price.

FISCAL IMPACT

The total cost estimate for two line trucks including options and sales tax is \$1,187,622.66, with

authorization for staff to exceed the award amount by 1% or \$11,876.23 as change order and vehicle preparation contingency. The not-to-exceed amount for this purchase of two line trucks is \$1,199,498.89. The approval of the ordinance will result in a budget adjustment that will increase the FY2023-24 budget authority and decrease the available resources in the Electric Fund balance by \$1,199,498.89.

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. This sole source purchase order and related ordinance approval for budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

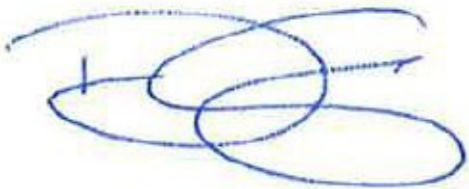
Goal A - Remain fiscally responsible in a changing world.

Goal E - Deliver exceptional city services.

Respectfully Submitted,

Joanna Cucchi, Acting Electric Finance Administrator

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-405

Ordinance 6735

Budget Adjustment

RESOLUTION NO. 23-405

APPROVING A SOLE SOURCE PURCHASE ORDER FOR TWO 2027 INTERNATIONAL TRUCKS WITH AN ALTEC D3060E 60' LARGE DISTRIBUTION DIGGER DERRICK

WHEREAS, a sole source purchase order with Altec Industries, Inc. for two 2027 International trucks with an Altec D3060E 60' large distribution digger derrick, has been reviewed by the City Council; 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 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 one percent (1%) 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

ORDINANCE NO. 6735

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 two 2027 International trucks with an Altec D3060E 60' large distribution digger derrick.

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: Joanna Cucchi, Acting Electric Finance Manager FISCAL YEAR: FY2023-24
 PREPARER NAME & TITLE: Matt Nelson, Senior Electric Business Analyst COUNCIL DATE (if applicable): 10/04/23
 DEPARTMENT/DIVISION: Electric/Finance, Planning, and Analytics ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6552	70001		1,199,499	Increase Capital Outlay - Vehicles
TOTAL				1,199,499	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	1,199,499
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(1,199,499)	Decrease Electric Fund Balance
TOTAL				(1,199,499)	

Justification for Budget Adjustment:

Roseville Electric Utility is purchasing for two (2) electric line trucks in the amount of \$ 1,199,498.89. These vehicles will replace two existing electric line trucks. The total cost estimate including options and sales tax for both trucks is \$1,187,622.66, with authorization for staff to exceed the award amount by 1% or \$11,876.23 as change order and vehicle preparation contingency. The not-to-exceed amount for this purchase of two line trucks is \$1,199,498.89.

REQUIRED APPROVALS:

<u></u> Daniel Beans (Sep 13, 2023 10:52 PDT)			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY		DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 3004
File #: 0203-02

Title: Disposal and Auction Services – Contract Purchase Agreement
Contact: Tiffany Valdez 916-746-1109 tvaldez@roseville.ca.us

Meeting Date: 10/18/2023
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a contract purchase agreement (3003328) with J. J. Kane Associates, Inc. for disposal and auction services for surplus vehicles, equipment, parts, etc., and authorize the City Manager to execute it on behalf of the City of Roseville.

Staff also requests authority for the City Manager or his designee to execute one additional one-year contract extension, utilizing the same Sourcwell contract without further Council approval, based on staff's determination that continuing this service is in the City's best interest.

BACKGROUND

The Fleet and Purchasing/Central Stores Divisions have a requirement to liquidate retired vehicles, equipment and other goods that are no longer in use. The City will piggyback on Sourcwell contract #110421-ALT. The term of the Sourcwell contract expires December 27, 2025, and may be extended one additional year.

FISCAL IMPACT

This is a revenue-generating agreement and the cost of the services are paid by the bidders. The revenue generated from the agreement is estimated to be approximately \$500,000 annually. The portion of revenue generated by the Fleet Division will be returned to the Fleet Replacement Fund or the Electric Fund, and the portion of revenue generated by the Purchasing/Central Stores Division will be returned to the General Fund, or other funds as appropriate.

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 disposal and auction of materials meets the above criteria and is

not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

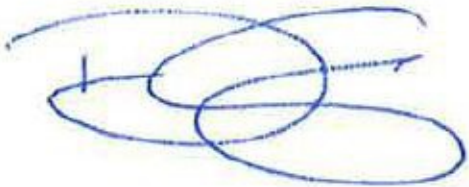
Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Tiffany Valdez, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-419

Contract Purchase Agreement- JJ Kane

RESOLUTION NO. 23-419

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY
OF ROSEVILLE AND J.J. KANE ASSOCIATES, INC. DBA J.J. KANE AUCTIONEERS,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement for disposal and auction services, by and
between the City of Roseville and J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers, 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 one (1) additional one (1) year renewals without further City Council approval, provided
that the applicable budget is approved by the City Council each year, or until City staff
determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3003328

Supplier Details:

Company JJ Kane Associates Inc dba JJ Kane Auctioneers
Contact Mat Smith
Address 8668 Sparling Ln

Dixon, CA 95620

Submit your response to:

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

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

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

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

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

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

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

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

Insurance requirements:

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



Contract Purchase Agreement 3003328

Agreement	3003328
Agreement Date	03-OCT-2023
Revision	0
Agreement Amount	0.00 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 **JJ Kane Associates Inc dba JJ Kane**
Auctioneers
8668 Sparling Ln

Dixon, CA 95620

Phone: ()
Fax: ()
Email: mat.smith@JJKane.com

Description of Labor, equipment and/or materials SHALL PROVIDE DISPOSAL AND AUCTION SERVICES FOR SURPLUS VEHICLES, EQUIPMENT, PARTS, ETC. ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE ATTACHED RATE SHEET UTILIZING SOURCEWELL CONTRACT #110421-ALT. ALL WORK MUST BE APPROVED IN ADVANCE BY AN AUTHORIZED MEMBER OF THE CITY OF ROSEVILLE'S FLEET SERVICES OR PURCHASING DIVISIONS.

PLEASE CONTACT SHANNON WIEST AT 916-746-1112 OR PETER BREVIK AT 916-746-1754 FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14801	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Jul-2023	27-Dec-2025	Tiffany Valdez Phone 1-916-746-1109			

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

Contract Purchase Agreement 3003328

Contract Terms and Conditions

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

Contract Purchase Agreement 3003328

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

Contract Purchase Agreement 3003328

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

Contract Purchase Agreement 3003328

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. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

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

*General T&C
REV 3/2/21 JS*

Contract Purchase Agreement 3003328

ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT UNDER FORMAL BID LIMIT

General - Required Coverage:

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

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

Special Events/Caterers-Vendors: _____

No auto required

No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:

\$1 Million/occurrence

No auto required

Insurance Verification

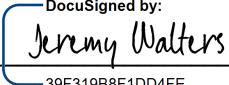
By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

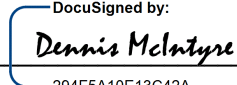
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Contract Purchase Agreement 3003328

Supplier

Signature:  DocuSigned by:
39F319B8F1DD4FE...
Print Name: Jeremy walters
Title: Assistant Secretary
Date: 10/5/2023

Supplier

Signature:  DocuSigned by:
294F5A10E13C42A...
Print Name: Dennis McIntyre
Title: President
Date: 10/6/2023

City of Roseville, A Municipal Corporation

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

City of Roseville

Rate Sheet/ Sourcwell Contract #110421-ALT

Commission (Selling Fees)

Motor Vehicles and Off Road Vehicles (Sourcwell Agreement Pricing)	4.0%
Miscellaneous Property (Non-motor Off Road Vehicle) (Sourcwell Agreement Pricing)	4.0%
Non-running Vehicles (Sourcwell Agreement Pricing)	4.0%
Vehicle Recall (Transport to local dealer to complete)	\$100 Per Vehicle
State of California Vehicle Safety Inspection	No Charge
Smog Service	No Charge
CARB Administrative Fee	No Charge
DMV Back Fees (If any)	Paid by seller
Duplicate Title (If title is lost and we have to replace)	\$100 Per Vehicle

Transportation Charges and Other Services

Standard Towing: Running Vehicles (6-8 Vehicles)	\$95 per hour
Standard Towing: Non-op units	\$95 per hour
Low Bed Trailer Service (Equip/Med to Large Trucks)	\$95 per hour
Surplus Personal Property (Miscellaneous)	\$95 per hour
Minor De-Logo, Decomission (no paint)	\$50 small/ \$75 Large
Exempt Plates: Processing "E" Plates	No Charge
Storage Fees	No Charge



COUNCIL COMMUNICATION

CC #: 2997
File #: 0203-09

Title: Dry Creek and Pleasant Grove Wastewater Treatment Plants Replacement Filtering Media – Sole Source Purchase Order
Contact: Audrey Ficker 916-746-1865 agficker@roseville.ca.us

Meeting Date: 10/18/2023
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a sole source purchase order for Unison Solution Inc. to purchase replacement filtering media for the gas conditioning systems located at the Dry Creek and Pleasant Grove Wastewater Treatment Plants. Additionally, staff requests authority for the City Manager or his designee to approve three (3) additional one (1) year purchase order renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Department has gas conditioning systems at the Dry Creek and Pleasant Grove Wastewater Treatment Plants that use filtering media for the removal of hydrogen sulfide and siloxane as part of the biogas treatment. Conditioned biogas is used for fuel for generator systems at both plants and also for renewable natural gas (rCNG) that is used by the Environmental Utilities Refuse vehicles. These gas conditioning systems were designed and manufactured by Unison Solutions Inc. which require the media to be periodically replaced to maintain filter compliance. Sourcing the replacement filtering media from the equipment manufacturer guarantees the certified performance of the system as designed.

FISCAL IMPACT

The estimated annual cost is \$220,000 for FY2023-24; \$150,000 for FY2024-25; \$270,000 for FY2025-26; and \$160,000 for FY2026-27, with a not-to-exceed amount of \$800,000 over four years. Funding will be provided from the Environmental Utilities Department's annual budgets in the Wastewater Operations Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of the replacement filtering media for the gas conditioning systems meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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

Respectfully Submitted,

Audrey Ficker, Administrative Technician

Richard D. Plecker, Environmental Utilities Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-415

RESOLUTION NO. 23-415

APPROVING A SOLE SOURCE PURCHASE ORDER FOR REPLACEMENT FILTERING
MEDIA FOR THE GAS CONDITIONING SYSTEMS LOCATED AT THE DRY CREEK
AND PLEASANT GROVE WASTEWATER TREATMENT PLANTS

WHEREAS, a sole source purchase order to purchase replacement filtering media for the Gas Conditioning Systems located at the Dry Creek and Pleasant Grove Wastewater Treatment Plants, between the City of Roseville and Unison Solutions, Inc., has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 3002
File #: 0800-02

Title: Pleasant Grove Wastewater Treatment Plant Energy Recovery Project – Installment Sale Agreement Amendment
Contact: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 10/18/2023
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the following amended agreement on behalf of the City:

- The Clean Water State Revolving Fund (CWSRF) Installment Sale Agreement Amendment No. 3 for the low interest loan (1.3 percent) of \$29,674,755 from the California State Water Resources Control Board (SWRCB) for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project.

BACKGROUND

The Energy Recovery Project (Project) added facilities at the Pleasant Grove Wastewater Treatment Plant (PGWWTP) that 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.

The first amendment to the CWSRF Installation Sale Agreement was required to incorporate the final loan budget of \$29,674,755 after the construction contract had been awarded by the City. The second amendment was required to extend the time frame of the agreement because the construction of the Energy Recovery Project was not completed by the expected completion date in February 2022. The CWSRF Installment Sale Agreement Amendment No. 2 extended the construction date from February 10, 2022, to January 31, 2023. At the time of signing CWSRF Installment Sale Agreement Amendment No. 2, City staff anticipated that the Energy Recovery Project would not be complete until after January 2023; however, during a meeting held on June 22, 2022, the SWRCB requested that the City approve the second amendment with the date of January 31, 2023, and stated they will process a third amendment to extend the date again at a

later date. CWSRF Installment Sale Agreement Amendment No. 2 was approved by the City on August 17, 2022, and the Water Board on August 30, 2022.

In February 2023, the SWRCB notified the City's project manager that they would not be able to give the City an amendment for extension to the completion of construction date and subsequently the start and end of the loan repayment due to restrictions on the SWRCB for use of revenue bonds for payments to the City. However, the SWRCB stated that they could issue an amendment for extension of the final disbursement request date due to the fact that construction was not anticipated to be completed until July 2023. This CWSRF Installment Sale Agreement Amendment No. 3 extends the final disbursement request date from July 31, 2023 to January 31, 2024. This third amendment also adds text related to audit requirements (which the City is already complying with), and the SWRCB ability to terminate the agreement if the City does not comply with Executive Order N-6-22 on Russian Sanctions.

FISCAL IMPACT

The adoption of the CWSRF Installment Sale Agreement Amendment No. 3 does not modify the loan amount, interest rate, or time period to repay the loans; however this amendment does allow additional time to submit disbursement requests through January 31, 2024 for additional SWRCB payments. Repayment of the loan is based on the amount of the loan used.

The Debt Service Agreement between the City and South Placer Wastewater Authority (SPWA) will allow all CWSRF loan repayment costs paid by the City to be fully reimbursed by the SPWA agency partners, resulting in no direct fiscal impact to the City. The CWSRF interest rate of 1.3 percent was the lowest available financing option evaluated by SPWA to fund these projects.

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). The improvement plans included in the design-assist and construction agreement are consistent with the project evaluated in the certified Final IS/MND and the Addendum, and consequently no additional CEQA action is required for approval of this amended CWSRF agreement.

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 23-418

SRF Amendment Number 3

RESOLUTION NO. 23-418

APPROVING THE INSTALLMENT SALE AGREEMENT AMENDMENT NO. 3 FOR THE PLEASANT GROVE WASTEWATER TREATMENT EXPANSION AND ENERGY RECOVERY PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Installment Sale Agreement Amendment No. 3 for the Pleasant Grove Wastewater Treatment Expansion and Energy Recovery Project, between the City of Roseville and the California State Water Resources Control Board, has been reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2993
File #: 0800-02

Title: Landfill Water Quality and Gas Monitoring Services – Professional Services Agreement

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

Meeting Date: 10/18/2023
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a professional services agreement with Jacobs Engineering Group, Inc. for Water Quality and Landfill Gas Monitoring and Reporting Services and authorize the City Manager to execute it.

The bid allows for three optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The City owns and maintains a closed landfill located on a 115-acre site east of Galleria Boulevard at Berry Street, approximately 1 mile northeast of the center of Roseville. The landfill received municipal waste from the mid-1960s through January 1, 1980. In 1995, a final cover system was constructed in accordance with the Final Closure and Post-Closure Maintenance Plan for Roseville Sanitary Landfill.

The closure of the Roseville Sanitary Landfill was completed in late 1995 in accordance with Waste Discharge Requirements (WDR) Order No.94-015 and the California Code of Regulations Article 5, Title 23. From these regulations came state-mandated post-closure requirements to establish a groundwater and landfill gas-monitoring program for the site. The Central Valley Regional Water Quality Control Board (RWQCB) issued revised WDRs and Monitoring and Reporting Program (MRP) on June 7, 2019, for this landfill.

Since 1994, the City has conducted groundwater monitoring at the landfill using a consulting firm to review data and report on the nature of any release from the landfill to the groundwater. The annual water quality report has established baseline water quality parameters and evaluates the effectiveness of the landfill closure. Each year the City submits a semi-annual and annual report for Landfill Gas and Water Quality Monitoring to the RWQCB for approval. Regulatory assistance

is needed for these processes and other regulatory-related inspections and reports, such as winterization plans and erosion control evaluations. On August 2, 2023, the City issued Request for Proposals (RFP) #08-123 for Landfill Water Quality and Gas Monitoring Services based on state regulatory requirements assembled by Waste Services staff.

The City received four (4) responses to the Landfill Monitoring RFP by the August 30, 2023, deadline. A committee of staff members from the Waste Services and Technical Services divisions of Environmental Utilities conducted a comprehensive review of the proposals. As a result, staff selected Jacobs as the most qualified, technically diverse, and knowledgeable entity for the City's landfill monitoring program. Jacobs met all the RFP requirements and will provide the City with timely submission of draft and final regulatory monitoring reports, a comprehensive historical understanding of Roseville's landfill gas and water issues, and has an excellent working relationship with regulatory representatives from the Department of Resource Recycling and Recovery (CalRecycle), the RWQCB, and Placer County Environmental Health (Local Enforcement Agency). The Landfill Water Quality and Gas Monitoring aligns with the City Council's goals of maintaining and delivering exceptional City services.

FISCAL IMPACT

The FY2023-24 contract amount of \$87,360 is budgeted in the Waste Services Operations Fund for the current fiscal year. Contract amounts for future fiscal years of the current agreement will be included in the respective budgets: FY2024-25, \$213,840; FY2025-26 \$256,440. Projected spending for the optional renewal years is as follows: FY2026-27, \$231,960; FY2027-28, \$283,440; and FY2028-29, \$250,920.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal E - Deliver exceptional city services

Respectfully Submitted,

Michelle White, Environmental Utilities Compliance Administrator

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-412

PSA - Jacobs Engineering

RESOLUTION NO. 23-412

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

WHEREAS, a professional services agreement for landfill water quality and gas monitoring services, by and between the City of Roseville and Jacobs Engineering Group, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Landfill Water Quality and Gas Monitoring Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of regulatory required water
quality and landfill gas monitoring and reporting services between February 2024 through June
2026, and additional regulatory-required technical support for compliance at the closed Roseville
Sanitary Landfill at Galleria Boulevard and Berry Street in Roseville, California; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP No. 08-123,
dated August 30, 2023 which describes the scope of work to be performed by CONSULTANT,
the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on June 30, 2026. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the hourly rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department and written approval. Total compensation shall not exceed five hundred fifty-seven thousand six hundred forty dollars (\$557,640) for the initial term (February 2024-June 2026). Total compensation for optional renewal years of this Agreement shall not exceed seven hundred sixty-six thousand three hundred twenty dollars (\$766,320). Total compensation for the initial term and all optional renewal years shall not exceed one million three hundred twenty-three thousand nine hundred sixty dollars (\$1,323,960). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices

within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. 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.

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. The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. CONSULTANT will reperform any services not meeting this standard without additional compensation.

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

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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 hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF ROSEVILLE

Michelle White
Compliance Administrator
2005 Hilltop Circle
Roseville, CA 95678

CONSULTANT

Daniel Chern
Project Manager
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833

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

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.

CITY OF ROSEVILLE, a
municipal corporation

JACOBS ENGINEERING GROUP INC.,
a Delaware corporation

BY: _____
DOMINICK CASEY
City Manager

DocuSigned by:
BY: Bret Mulenbourg
its: VP & GM Environmental Solutions

and

ATTEST:

DocuSigned by:
BY: [Signature]
its: Secretary

BY: _____
CARMEN AVALOS
City Clerk

(SIGNATURES CONTINUED ON NEXT PAGE)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD PLECKER
Environmental Utilities Director

EXHIBIT “A”

Jacobs Engineering Group Inc.
2485 Natomas Park Dr.
Suite 600
Sacramento, CA 95833
Tel: 916-920-0300

August 30, 2023

Ms. Michelle White
City of Roseville
ATTN: Department of Environmental Utilities, Solid Waste
Management
2005 Hilltop Cir
Roseville, CA 95747
Electronic mail: MJWhite@roseville.ca.us

Subject: RFP 08-123 Landfill Water Quality and Gas Monitoring Services

Dear Ms. White,

Jacobs Engineering Group Inc. (Jacobs) is providing this proposal to the City of Roseville (City) for regulatory-required water quality and landfill gas (LFG) monitoring and reporting services between February 2024 through June 2026 with three optional 1-year extensions through June 2029 and additional regulatory-required technical support for compliance at the closed Roseville Sanitary Landfill at Galleria Boulevard and Berry Street in Roseville, California. Jacobs' submittal contains our proposed scope of work and fees to provide the requested services in accordance with the RFP, Addendum One, and the following documents:

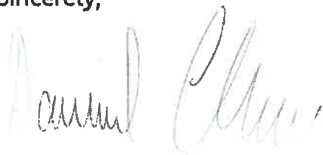
- Closure and Post-Closure Maintenance Plan (CPCMP), initially approved for the landfill closure in 1994/1995, and revised in November 2020
- Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (MRP), Order Number R5-2019-0054, revised June 7, 2019 (Revised MRP)

For cost efficiency, we propose to use the following subcontractors for support: Blaine Tech Services Inc. (Blaine Tech) for groundwater sampling and Eurofins Environment Testing Southwest, LLC (Eurofins) for laboratory services. Blaine Tech has been performing the same work for Jacobs at this site since 2013 and is screened and approved through our health and safety (H&S) program. Eurofins has provided laboratory analytical services for the City from 2021 through 2023.

We take great pride in the trust the City has shown Jacobs by allowing us to serve as your partner over the past nearly 30 years supporting your landfill compliance needs. We value this partnership and hope that our proven track record of maintaining regulatory compliance and cost efficiencies will earn your decision to continue partnering with Jacobs.

Our team has the experience, expertise, and project manager to successfully deliver this project to the City. If you have any questions or wish to discuss our qualifications further, please contact Daniel Chern at 916-286-0339 or Daniel.Chern@jacobs.com.

Sincerely,



Daniel Chern | Project Manager
Tel: 916.286.0339

Email: Daniel.Chern@jacobs.com



Josh Lawson | Manager of Projects
Tel: 678.313.9397

Email: Josh.lawson@jacobs.com

Tab D: Project Understanding

Project Understanding

Jacobs understands that the City is seeking assistance to fulfill state-mandated post-closure requirements at the closed Roseville Sanitary Landfill through groundwater and LFG monitoring, inspections, reporting, and on-call support services for additional landfill environmental concerns that may arise. The following narrative briefly describes our approach, special considerations, and assumptions for the understanding of the tasks requested by the Request for Proposal (RFP).

The City's goal is to remain within compliance and meet regulatory deadlines with continuous efforts toward cost efficiencies. The period of performance for the contract occurs between February 1, 2024 and June 30, 2026. However, the City noted the possibility of up to three 1-year extensions. Jacobs is dedicated to helping the City achieve their goals and, if requested by the City, is available to continue our services beyond the initial contract period.

Approach

Project Management

Our team understands that excellent communication and project management combined with industry leading experts lead to superior client service and project execution. Jacobs will be responsible for the execution of task orders, office administration, invoicing, subcontractor coordination, and communicating progress to the City. We plan on producing invoices monthly.

Our Project Manager, Daniel Chern, will supervise the work and be responsible for:

- Monitoring project progress and prepare periodic status updates and/or action items
- Assigning labor resources
- Reviewing deliverables
- Proactively reviewing the data and communicating with Jacobs team and the City
- Responding to City requests and concerns
- Maintaining communications with City staff to verify satisfactory completion of the work on schedule and within budget
- Support the City with regulatory requests

Field and Survey Support

Schedule and preparation are critical components for optimal performance. We schedule work to provide us with sufficient time to complete follow-on tasks before regulatory deadlines. We plan to continue to retain Blaine Tech and Eurofins for field services and survey support and provide subcontractor oversight. Jacobs will be responsible for preparing and coordinating the necessary equipment required for following field events:

- Annual Facility Inspection
- Semiannual and Annual Groundwater and Surface Water Quality Sampling
- LFG Monitoring
- Aerial Survey and Iso-Settlement Mapping
- Seep Sampling
- As-needed Creek Inspections

We will be onsite for regulatory inspections, conduct field events, and oversee subcontractors. To execute the project safely, we update an already approved project H&S Plan before conducting fieldwork. Each Jacobs employee is required to review and document their understanding of the plan before starting work.

Reporting

A chemist validates the analytical data, and a state-registered geologist or engineer reviews water quality data. We draft and finalize reports and cover letters for each field event. We review and incorporate the City's monthly inspections into draft reports. Draft reports and cover letters are submitted electronically to the City for review at least 14 days before regulatory deadlines, except for seep reporting, which are submitted for City review within 3 days of seep discovery. We adjudicate the City's comments, submit reporting to regulatory agencies on or before regulatory deadlines, and email documentation of submittal confirmations to the City.

Special Considerations

We do not anticipate major challenges with the performance of the work described in this proposal. However, we would like to iterate that the nature of the tasks may be affected by unforeseen

circumstances, such as extreme weather events or onsite activities, which may require adjustments to the requested scope of work. If any issues are observed, Jacobs will promptly inform the City and provide further recommendations to achieve a solution.

Jacobs is able to provide access to a diverse range of experts and services for unforeseen circumstances that may arise. For examples, our hydrogeologist/geochemist has been reviewing the groundwater chemistry for decades and is able to put observed concentration changes from each sampling event in context of historical and expected natural variation, changing rainfall rates, and natural vs. anthropogenic sources. Our hydrologist was able to evaluate the hydromorphology of Antelope Creek and explain why the creek may be meandering towards the Area B side slope. Our biologists then swiftly identified new plants on the landfill cap to see if they are deep rooting and would need to be quickly addressed. In 2022, we performed a drone flyover aerial survey to support the iso-settlement survey.

We also provided contingency support for past events at Roseville Sanitary Landfill, such as:

- **Antelope Creek Bike Trail Permitting and Development** – Starting in 2004, we prepared a work plan for the Antelope Creek Bike Trail through the landfill property, assisted in developing CEQA mitigation measures, and prepared key design components for the landfill/bike trail interface. This bike trail was constructed and approved by the regulatory agencies.
- **Antelope Creek Flood Control, Upper Weir Construction Project** - In 2017, we provided oversight during the construction of the upper weir, which is between Areas A/B and Areas C/D. During construction, we observed areas where the cap had become compromised, prepared a repair work plan, and provided additional oversight on the repairs.

Key Advantages

Historical Knowledge and Experience

Over the past 30 years, Jacobs has been a consistent pillar of support. We have continued to provide various types of services for the Roseville Sanitary Landfill, including landfill design, permitting,

investigation, monitoring, and reporting. Our team has retained a strong record of meeting regulatory deadlines, efficiently conducting field events without major H&S incidents, remaining below budget, and effectively evaluating historical record and data to assess current site conditions. Additionally, Jacobs has provided continuity throughout staff changes within the City and regulatory agencies. Our extensive experience and historical knowledge of the site benefit the project and the City.

Local Presence

If needed, we have local staff available for additional onsite support if a significant rain event or seep inspection/monitoring/sampling if needed. Jacobs has been able to quickly respond to impromptu requests for site visits or assistance.

Additionally, we have a strong local presence within the community. Aside from the Roseville Sanitary Landfill, our team supports or has supported several projects in the area. Some examples include:

- Saugstand Park Project, City of Roseville
- Western Placer Waste Management Agency
- Placer County On-Call Services
- City of Rocklin – Rocklin Road Interchange PA&E and PS&E
- City of Rocklin – I-80 WB Auxiliary Lane PA&ED
- PCTPA – SR-65 Widening, Roseville CA

Cost Efficiency

Jacobs has continued to create cost saving opportunities for the City through regulatory decisions and by developing efficient processes to remain below budget. Some examples of these cost savings include:

- **Landfill Services for the Roseville Parkway Extension** – We provided permitting, design, and construction management services to support building the roadway and bridge abutments on either side of the landfill. We advised the City on waste excavation and investigation techniques saved the City \$700,000.
- **Water Quality Monitoring Programs** – We successfully negotiated with the RWQCB and reduced groundwater monitoring requirements and the number of laboratory analyses by two-thirds, significantly reducing annual costs.
- **LFG Monitoring and Reporting, Migration**

Investigation and Control, and Updated Air Risk Assessment – We addressed several potential gas migration and onsite detection instances and designed the passive venting system that has successfully controlled migration since 2001. No perimeter soil gas exceedances have occurred since this system was installed and became fully operational. This approach saved the City more than \$1,000,000 at the time.

- We worked with the Placer County LEA and CalRecycle to eliminate several gas monitoring points and reduce monitoring frequency from quarterly to semiannually. This resulted in considerable annual cost savings to the City for the monitoring and reporting program.

Regulatory Understanding

Like the City, we take a proactive approach to this project, regularly engaging with the relevant landfill regulatory agencies to keep the City in regulatory compliance, implement numerous site improvements and changes in end use, and explore beneficial site uses.

In July 2023, when we met with the RWQCB inspector, they provided positive feedback on our mutual commitment to proactivity. Based on our strong relationships with regulators, we have helped achieve several project milestones, including:

- **Groundwater Monitoring Reports** – The landfill closure cap was installed as a corrective action for detected groundwater contamination. We developed the initial Corrective Action Plan and monitoring program for the site and prepared the Semiannual and Annual Water Quality reports to the RWQCB. Over the years, we have optimized the program and reduced monitoring frequencies and parameters.
- **Final CPCMPs** – We prepared the final closure grading plans to flatten overly steep side slopes, regrade underlying refuse, and reuse the existing cover as foundation layer material for a roadway, resulting in significant cost savings. We addressed LFG monitoring and management around the landfill and road section during design and resulted in a successful and cost-effective passive gas management program.

Tab E: Project Plan

Project Plan

The following Project Plan describes the details of our approach to support water quality and LFG monitoring and reporting services. The plan is organized by the tasks set forth in the RFP. Staff assigned to each task are identified in the organization chart provided in Section C and detailed in Tab F, Cost Proposal.

Based on our years of experience performing these services for the City, we understand what it takes to complete these tasks on time and without resorting to change orders. By following a proven approach that we have optimized for cost efficiency, we provide the City with an accurate cost based on historic levels of effort. We are confident that our approach and schedule to complete the following tasks can be successfully implemented. We prioritize collaboration and will welcome the City's input to optimize the schedule for the benefit of the City.

Task 1 – Regulatory Assistance

Jacobs provides regulatory interface and support to the City, as directed by the City's project manager. This work primarily consists of communicating with regulatory agencies regarding the status of the LFG and water quality monitoring and reporting programs and coordinating and participating in meetings with the regulatory agencies and the City to discuss program status and concerns. As in previous years, we perform this general regulatory assistance on a time-and-materials basis within the allowable budget as directed by the City. For this level of effort, we have assumed 1 hour per onsite meeting (up to eight total) for the project manager

and/or senior technical consultant to interface with the City, Placer County Environmental Health as the LEA on issues related to LFG and public health, and/or the RWQCB, Central Valley Region (CVRWQCB) regarding groundwater, surface water, and stormwater runoff quality. For each of these meetings, we budgeted up to 3 hours for the project team to prepare an agenda, attend online strategy discussions with the City, provide summary-level action item notes, attend follow-up online meeting discussions with the City, and provide as-needed follow-up documentation.

Deliverables: Jacobs will prepare agendas and summaries (up to 8 total) for each onsite meeting.

Task 2 – Inspections, Monitoring, and Reporting: Groundwater and Surface Water

Subtask 2A – Standard & After Storm Observations and Annual Facility Inspection

We perform one annual facility inspection of the landfill during the third quarter of each year. The Revised MRP requires that the City conduct an annual facility inspection by September 30 and complete repairs by October 31. The annual facility inspection includes the City and up to two Jacobs staff and take up to 4 hours. The City is responsible for completing the repairs identified during the inspection by October 31. This scope assumes that the City will send photos of the completed repairs to Jacobs to complete the Annual Facility Inspection Report by October 31. The City remains responsible

for conducting landfill standard observations (the Revised MRP indicates a frequency of quarterly, but the City historically performs monthly observations) and significant storm event (2 inches or more precipitation within a 24-hour period) inspections in accordance with the Revised MRP. We will assist the City in monitoring the precipitation throughout the rainy season and notify the City if a significant storm event occurs. The City will provide the landfill standard observations to Jacobs for review and inclusion in the First Semiannual and Second Semiannual/Annual Monitoring Reports.

Deliverables: Jacobs will provide the City with an email documenting applicable observations and recommendations from the annual facility inspection for the City's review. After receiving photos of the completed repairs from the City, Jacobs will provide the City with an electronic draft (PDF format) of the Annual Facility Inspection Completion Report for review and comment at least 14 days prior to the October 31 deadline. The City will provide comments on the Annual Facility Inspection Completion Report within 1 week. Jacobs will incorporate comments received from the City and will finalize the Annual Facility Inspection Report. For additional cost efficiency, we will distribute on behalf of the City an electronic version of the final report to the City, CVRWQCB, and the LEA on or before the November 15 deadline. Jacobs will provide the City with email confirmation of agency submittals. We will also include the Annual Facility Inspection Completion Report as an appendix in the Annual Monitoring Report.

Subtask 2B – Groundwater and Surface Water Quality Sampling and Analysis

For the groundwater and surface water events, we manage and subcontract with Blaine Tech to provide labor, materials, equipment, and consumable supplies to conduct groundwater and surface water monitoring and sampling. Eurofins conducts laboratory sample analysis in accordance with the Revised MRP dated June 7, 2019. Attachment A includes the analyte list, analytical method, and the sampling event. Prior to field sampling, we coordinate sample bottles and chains-of-custody with the laboratory for delivery with proper sample containers, required preservatives, labels, and collection and submission requirements. One week prior to field sampling activities, we notify CVRWQCB of the sampling date. We conduct groundwater and surface water sampling activities semiannually in the first and third quarters of each year for the 13 groundwater monitoring wells and three surface water locations. We assume that each of the two sampling events will be completed within 3 days. During 2025, the third quarter sampling event requires the analysis of 5-year contaminants of concern (COCs); therefore, we assume that sampling event will be completed in 5 days. Table B-1 of Attachment B provides a list of groundwater and

surface water monitoring locations and their sampling frequencies. The sampling team measures depth to groundwater, performs groundwater sampling, obtains field parameters, fills the required sample containers, maintains field notes in accordance with the Revised MRP, and ships the samples daily to the laboratory for analysis. The sampling team obtains field water quality parameters, performs surface water sampling, and fills the required sample containers at surface water locations. At the completion of the sampling event, the team compiles field notes, calibration logs, inspection notes, and chain-of-custody forms. Laboratory data are validated as part of our QA/QC program for incorporation into the First Semiannual and Second Semiannual/Annual Monitoring Reports that are discussed in Subtask 2C.

We will attempt to coordinate the groundwater and surface water monitoring in Subtask 2B to coincide with the LFG sampling described in Task 4. Although ideal, scheduling or weather conditions may prevent the work for these tasks from being conducted concurrently. Thus, additional hours and separate mobilization costs are included for each of these tasks.

Subtask 2C – Groundwater and Surface Water Quality Reporting

The groundwater and surface water quality reporting for each year consists of preparing and submitting the First Semiannual Monitoring Report to CVRWQCB by August 1 and the Second Semiannual/Annual Monitoring Report by February 1.

We prepare the First Semiannual Report in accordance with the Revised MRP, Reporting Section B.3.a. The report presents a summary of groundwater, surface water, and LFG monitoring data, as well as an

evaluation of the effectiveness of the corrective action program. The report includes the following:

- Compliance summary
- Summary of standard observations and facility monitoring results
- LFG monitoring results and discussion
- Presentation of groundwater and surface water monitoring results, including concentration

trend analysis and geochemical interpretation

- Updated figures, tables, and text from the previous annual report to reflect the most recent data
- Maps of groundwater elevations, total volatile organic compounds (VOCs), total dissolved solids, and chemical Stiff diagrams
- Evaluation of the corrective action progress and effectiveness

We also prepare the Second Semiannual/Annual Monitoring Report in accordance with the Revised MRP, Reporting Section B.3.b. The report includes the elements required in the semiannual report and the following:

- Summary of standard observations and facility monitoring results
- Year-end summary showing groundwater,

surface water, and LFG monitoring results for the year indicating changes made or observed since the previous annual report

- Tabular and graphical summaries of the monitoring results, including representative time-series plots and geochemical interpretation
- Hydrographs of each well showing the elevation of groundwater, top and bottom of the screened interval, and pump intake
- Historical monitoring data
- Updated statistical analysis along with new concentration limits
- Annual Facilities Inspection Completion Report (formerly called the Winterization Report)
- In 2025, the evaluation of 5-year COCs indicating changes since the previous 5-year report

Deliverables: Jacobs will provide the City with an electronic version of each draft report and cover letter (to be signed by the City's designated official) to review at least 14 days prior to the associated deadlines. The cover letter will be addressed to the CVRWQCB. The City will provide Jacobs with comments on the report within 7 days, with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. Jacobs will incorporate comments received from the City and will finalize the report for distribution to the CVRWQCB and the LEA on or before their deadlines, assuming receipt of comments from the City on the draft report within 7 days of delivery from Jacobs. Jacobs will notify the CVRWQCB that the final report and data have been uploaded into the CVRWQCB's GeoTracker system as required. For additional cost efficiency, Jacobs will distribute on behalf of the City an electronic version of the final report to the City, CVRWQCB, and LEA. Jacobs will provide the City with email confirmations of agency submittals.

Task 3 – Other Reporting

Subtask 3A – Survey and Iso-Settlement Map for Closed Landfill

CCR Title 27, Section 21090 requires at least every 5 years after completing closure of the landfill, the owner shall produce and submit to the RWQCB an iso-settlement map accurately depicting the estimated total change in elevation of each portion of the final cover's low-hydraulic-conductivity layer. In addition, each 5-yearly iteration of the iso-settlement map must show all areas where differential settlement has been noted since the previous map and analysis submittal (last map and analysis were performed in 2022 for the Roseville Sanitary Landfill) and highlight area of repeated or severe differential settlement.

The analysis includes overlaying the most recent topographical map from the aerial survey on the

original topographical map at closure (1995) and the previous map submittal (2022) to calculate settlement that has occurred. We use Digital Terrain Model (DTM) data from the topographic maps to develop isopach contours detailing the settlement. We verify that the map is drawn to the same scale and contour intervals as the topographic map at closure.

We complete a topographic aerial survey that includes the landfill property by July 31, 2027. The topographic aerial survey files meet these specifications:

- Aerial triangulation of the site will be performed to provide additional ground control.
- Topographic map will be provided in NAD 83

SPCS Zone 2 for horizontal control and NAVD 88 for vertical datum.

- Stereo digitizing of the DTM data and digital collection of planimetric features at the scale of 1" = 50' will be complete for the site and adjacent areas
- Planimetric features provided will depict the locations of wetlands, floodplains, water features, drainage patterns, tanks, buildings, utilities, paved areas, easements, rights-of-way, and other pertinent features.

- DTM data provided will be processed, plotted at a 1" = 100' scale with 1' contour interval, edited for QC, translated to MicroStation files and ASCII data for each site, and an electronic copy will be provided to the City, along with the copies of the photographs.

We then prepare a report detailing the analysis and providing the isopach maps for submittal to the regulatory agencies. This report is stamped by a California Registered Civil Engineer overseeing the work.

Deliverables: Jacobs will provide the City with a draft electronic version of the Iso-settlement Report along with a cover letter (to be signed by the City's designated official) to review and comment at least 30-days prior to December 31, 2027. The cover letter will be addressed to the CVRWQCB. The City will provide Jacobs with comments on the report within 14 days, with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. Jacobs will incorporate comments received from the City and will finalize the report for distribution to the CVRWQCB and the LEA on or before December 31, 2027, assuming receipt of comments from the City on the draft report within 14 days of delivery from Jacobs. Jacobs will provide the City with email confirmations of agency submittals.

Subtask 3B – Seep Reporting

In the rare event of a seep occurrence, per Order R5-2019-0056 from the RWQCB, we immediately report by telephone seeps in accordance with the Revised MRP, Reporting Section B.3.c. We send local resources to conduct the inspection, collect field parameters, and coordinate sampling and laboratory analysis. Because of the urgent nature of the seeps, we request a 24-hour turnaround time for the sample. Eurofins then conducts laboratory sample analysis in accordance with the Revised MRP dated June 7, 2019. Attachment A includes the analyte lists and analytical methods required for the sampling event. Prior to field sampling, Jacobs coordinates sample bottles and chains-of-custody with the laboratory for delivery with proper sample containers, required preservatives, labels, and collection and submission requirements. The sampling team estimates the flow rate and total flow, performs seep sampling, obtains field parameters, fills the required sample containers, maintains field notes in accordance with the Revised MRP, and ships

the samples daily to the laboratory for analysis. At the completion of the sampling event, the team compiles field notes, calibration logs, inspection notes, and chain-of-custody forms. The field event includes up to two Jacobs staff and is up to 4 hours in duration. Laboratory data are validated as part of Jacobs' QA/QC program. The report includes the following:

- Compliance summary
- Map showing the location(s) of seepage
- Description of the nature of the discharge
- Calculation of seep volume and flow rate
- Seep field observation, field monitoring, and laboratory sampling results
- Corrective measures underway or proposed with a corresponding time schedule

For this proposal, we assumed one seep occurrence per year.

Deliverables: Jacobs will provide the City with an electronic version of the draft Seep Report and cover letter (to be signed by the City's designated official) to review within 3 days of seep discovery. The cover letter will be addressed to the CVRWQCB. The City will provide Jacobs with comments on the report within 1 business day, with a PDF of the signed cover letter for distribution with the report to the regulatory agencies. Jacobs will incorporate comments received from the City and will finalize the report for distribution to the CVRWQCB and the LEA within 7 days of seep discovery, assuming receipt of comments from the City on the draft report within 1 business day of delivery from Jacobs. Jacobs will notify the CVRWQCB that the final report and data have been uploaded into the CVRWQCB's GeoTracker system as required. For additional cost efficiency, we will distribute on behalf of the City an electronic version of the final report to the City, CVRWQCB, and LEA. We will provide the City with email confirmations of agency submittals.

Task 4 – Landfill Gas Monitoring and Reporting

We perform LFG monitoring using the approved procedures and methods described in the CPCMP semiannually for 15 permanent LFG monitoring wells and annually for 18 utility locations. In addition, six sampling locations are monitored semiannually at the Pearl Creek Apartment. Table B-2 of Attachment B provides a list of LFG monitoring locations and their sampling frequencies. We perform gas monitoring and sampling during the first and third quarters of each year.

One Jacobs staff member monitors the LFG monitoring locations listed in Table B-2 for methane, carbon dioxide, oxygen, and soil gas pressure using a LandTEC GEM 5000 or equivalent and VOCs using a MiniRae 3000 or equivalent. The instruments arrive calibrated and are checked in the field before monitoring begins. We assume that LFG sampling activities will be completed in 1 day.

If methane is detected at concentrations greater than 2.5% by volume and/or VOCs are detected at concentrations greater than 1 part per million by volume, we would collect an LFG sample for VOC analysis using EPA Method TO-15. Note that exceedances are not anticipated; therefore, this scope and budget would appear in a change order.

As discussed in Subtask 2B, we will attempt to coordinate the LFG sampling to coincide with the groundwater and surface water monitoring; however, scheduling or weather conditions may prevent the work for these tasks from being conducted concurrently. Thus, additional hours and separate mobilization costs are included for each of these tasks.

We provide a summary of the field activities and results semiannually in accordance with CCR Title 27, Section 20934, and include the following:

- Concentrations of methane and VOCs as measured at each monitoring well/probe and within each onsite structure
- Documentation of date, time, barometric pressure, atmospheric temperatures, general weather conditions, and probe pressures at the time the sample was taken, or the probe was monitored
- Names of the sampling personnel, apparatus utilized, and brief description of the methods used
- Summary of visual inspections and repairs
- Figure showing gas monitoring locations

Deliverables: Jacobs will provide the City with an electronic draft version of each LFG Monitoring Report to review within 60 days of completion of a monitoring event. The City will provide comments on the report within 14 days. Jacobs will incorporate comments received from the City and will finalize the report. Jacobs will submit an electronic copy of the report to the City, LEA, and CVRWQCB within 90 days of completion of the monitoring event. Additionally, we will include a copy as an appendix in the First Semiannual and Second Semiannual/Annual Water Quality Monitoring Reports described in Task 2C. Jacobs will provide the City with email confirmations of agency submittals.

Task 5 – Antelope Creek

During the 2012 iso-settlement survey, it was first noted that the eastern edge of Area B may potentially be affected by erosion from Antelope Creek. Following a significant rain event (greater than 2 inches of rain within 24 hours), we will inspect the creek bank within 7 days to confirm the integrity of the landfill side slope has not been compromised. The City will be informed of the inspection date and

time. The inspection includes up to two Jacobs staff and will be up to 4 hours in duration. Our hydrologist is consulted on potential creek failures and provide interim and long-term recommendations for protecting the creek bank and landfill slope. For this proposal, we assume there will be one significant rain event per year.

Deliverables: Jacobs will provide the City with an e-mail update with the findings following significant rain events.

Task 6 – Contingency for Additional Services

A contingency budget has been included for the water quality and LFG work, as in previous years, to be used as directed by the City to address additional landfill environmental concerns should they arise. Some services we can provide include but are not limited to:

- Preparing financial assurance documentation
- Updating the CPCMP
- Reviewing revised WDR/MRP (potentially as early as 2024)
- Updating the water quality protection standards
- Collecting LFG samples for laboratory analysis
- Recollecting samples for laboratory analysis in case of exceedances
- Evaluating and replacing failed pumps in groundwater monitoring wells

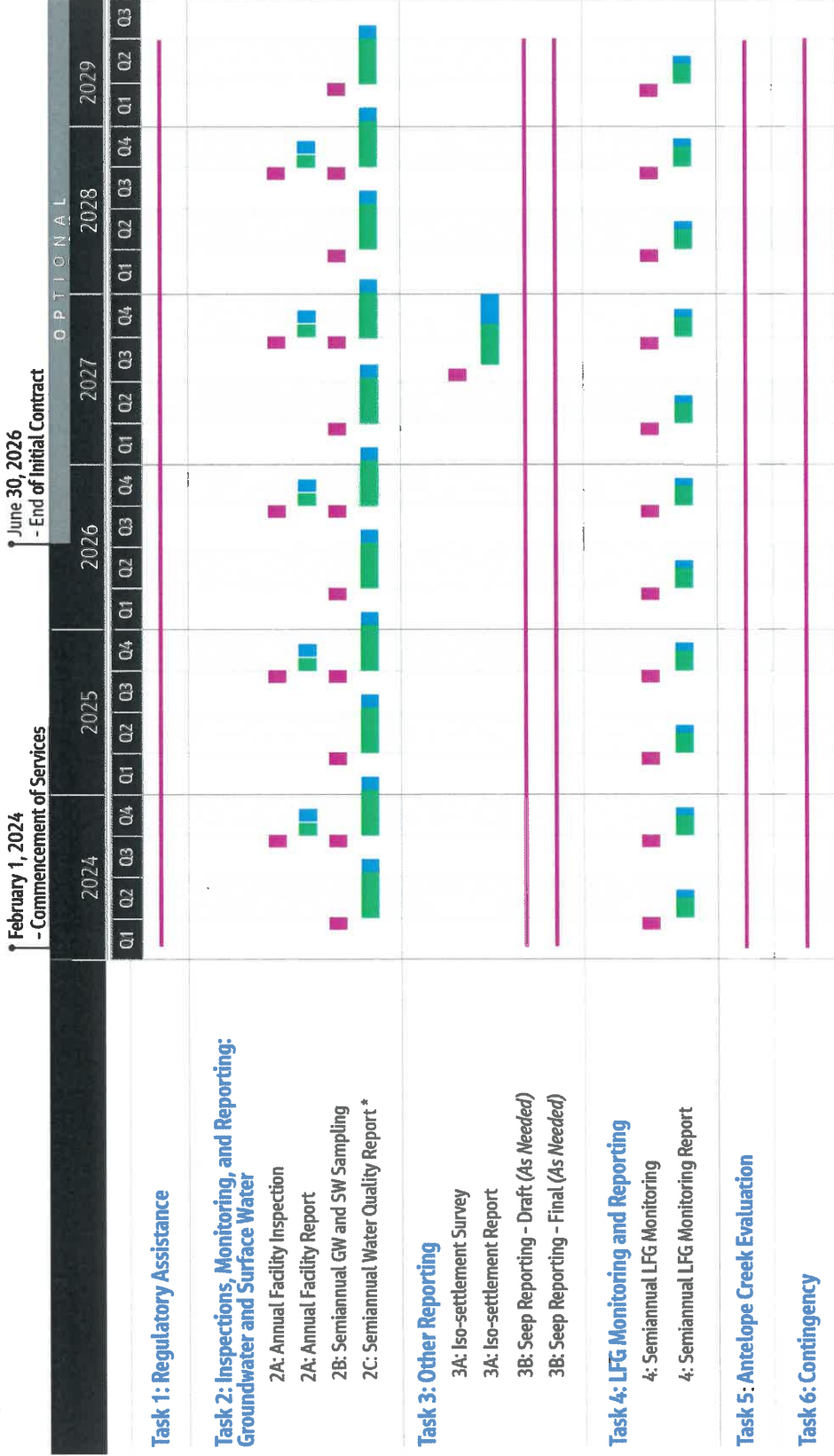
- Providing guidance and consultation on other potential uses for the landfill

A budget of \$40,000 was allocated for this task on the initial contract period from February 2024 through June 2026, which consists of up to 165 hours of labor and approximately \$5,500 to cover expenses such as travel to meetings and to the landfill site, as well as renting or repairing field equipment or laboratory analyses.

Prior to performing contingency tasks, we will provide an electronic draft scope and budget to the City for review and approval. We will address questions and comments and submit a final scope and budget.

Deliverables: • Draft and final scope and budget of work

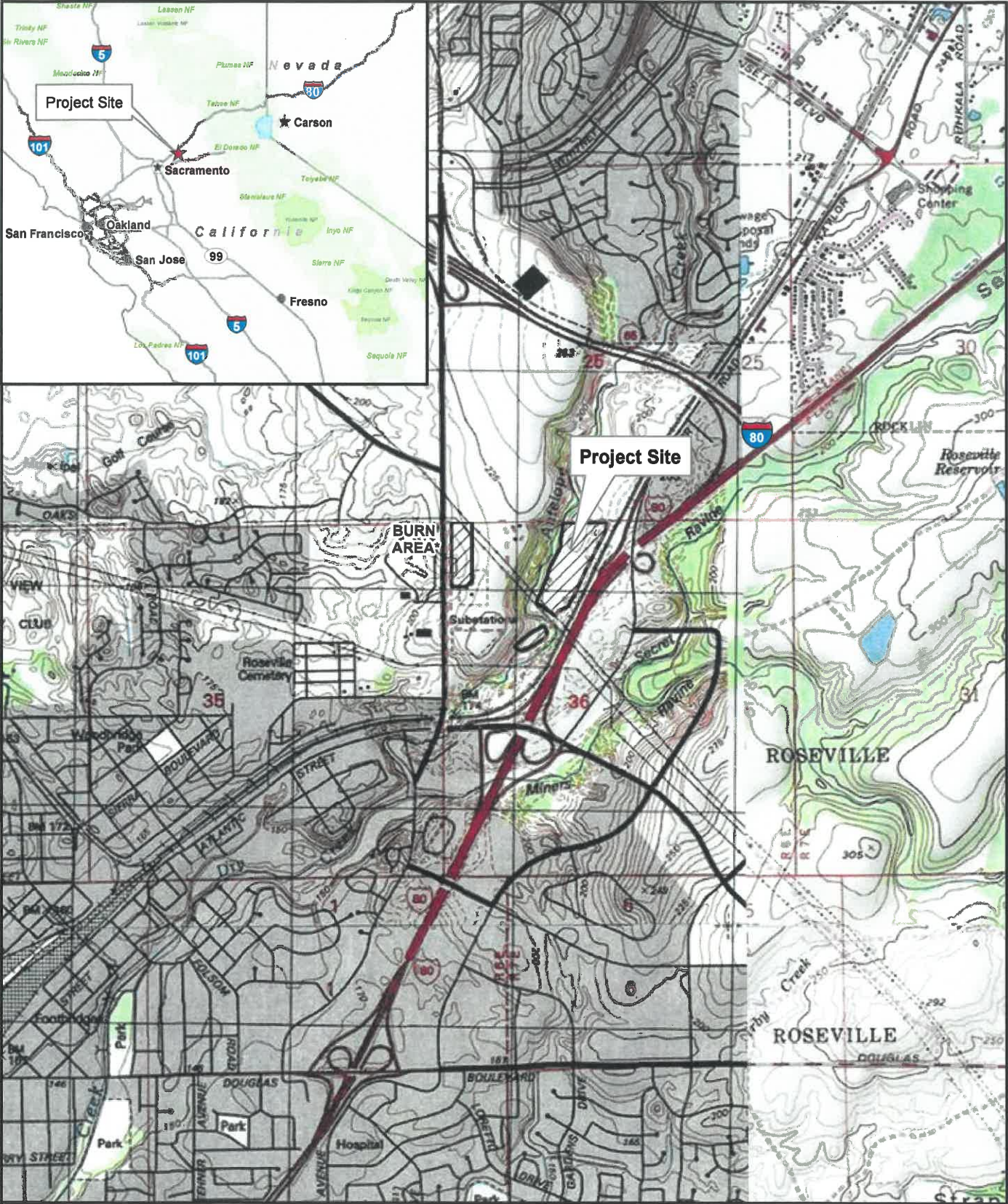
Proposed Work Schedule



Legend:

Draft ■ Final ■ Environmental Support Services ■

* Note: The regulatory deadline for the First Semiannual Water Quality Monitoring Report (under Task 2C) occurs on August 1st. However, the PoP for the initial contract and each following optional year ends on June 30th. If possible, we will finalize and submit the report before the ends of the PoP.

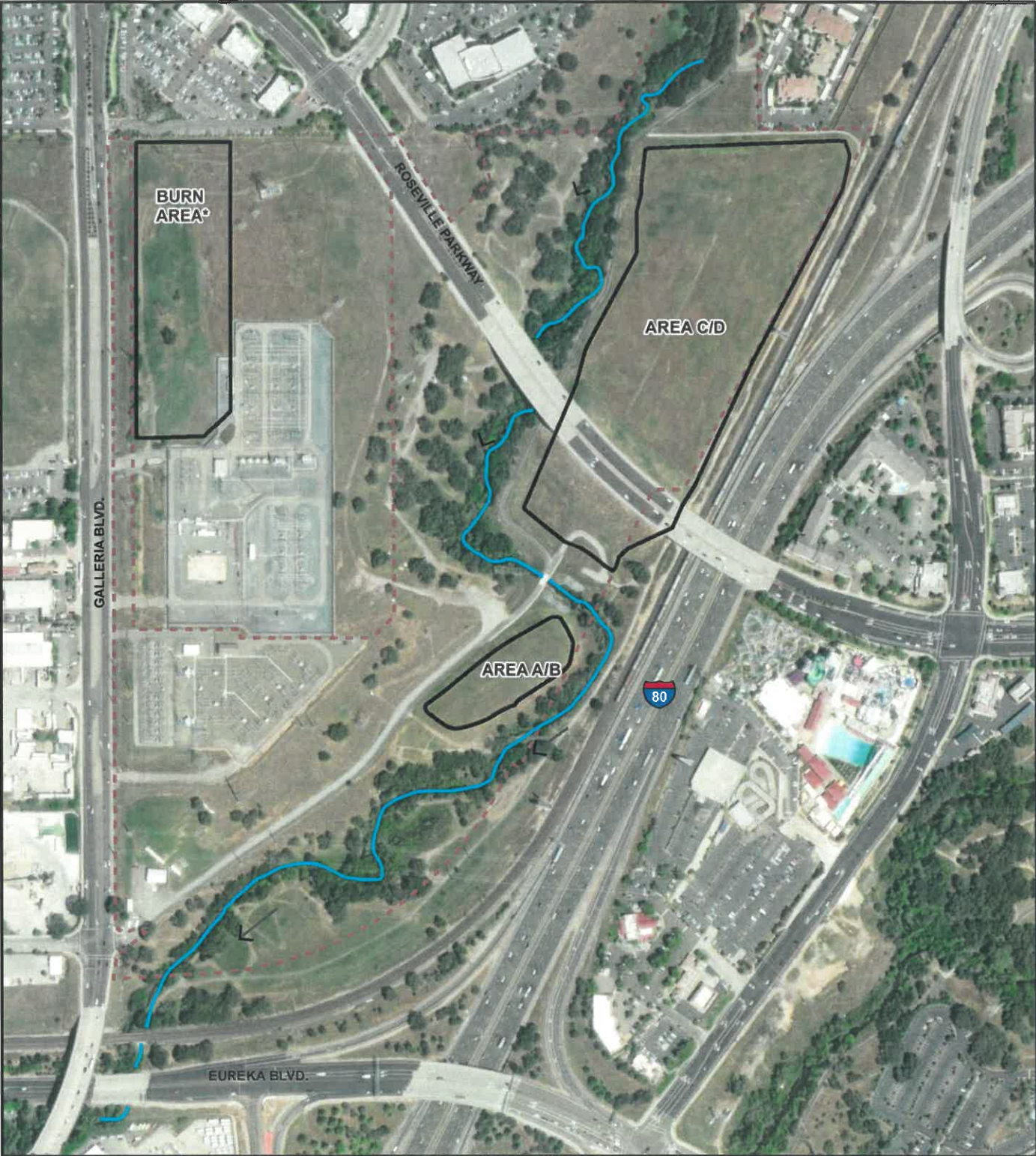


LEGEND

- Approximate Project Boundary
- Approximate City of Roseville
- Current Property Boundary
- Area Owned by PG&E

0 1,000 2,000 Feet
1:24,000

FIGURE 1-1
SITE LOCATION MAP
ROSEVILLE LANDFILL
ROSEVILLE, CALIFORNIA



Aerial Imagery courtesy of ESRI World Imagery. Imagery Date: 04/2022

LEGEND

- Antelope Creek
- Creek Flow Direction
- Approximate Limit of Waste Boundary
- Approximate City of Roseville
- Current Property Boundary
- * Area Owned by PG&E

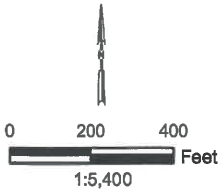
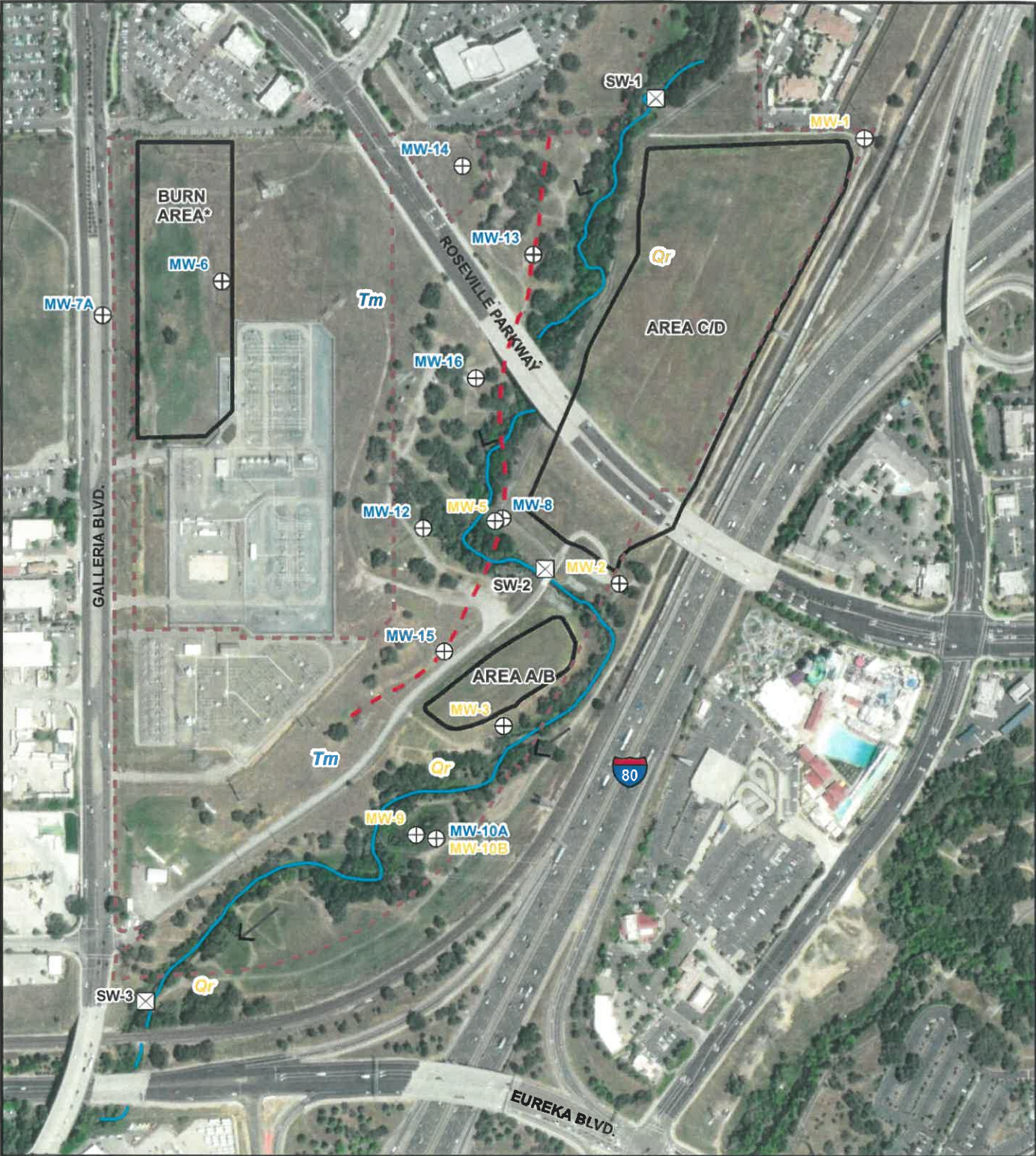


FIGURE 1-2
SITE FEATURES MAP
ROSEVILLE LANDFILL
ROSEVILLE, CALIFORNIA





Aerial Imagery courtesy of ESRI World Imagery. Imagery Date: 04/2022

LEGEND

- ⊕ Monitoring Well
- ⊗ Surface Water Sample Location
- - - Point of Compliance
- Antelope Creek
- Creek Flow Direction
- ▭ Approximate Limit of Waste Boundary
- - - Approximate City of Roseville
- - - Current Property Boundary
- * Area Owned by PG&E

- Tm - Mehrten Formation
- Qr - Tertiary Quaternary Riverbank Formation
- ⊕ - Monitoring Well (font color indicates screened formation)

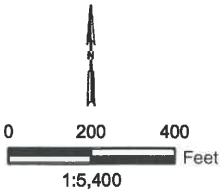
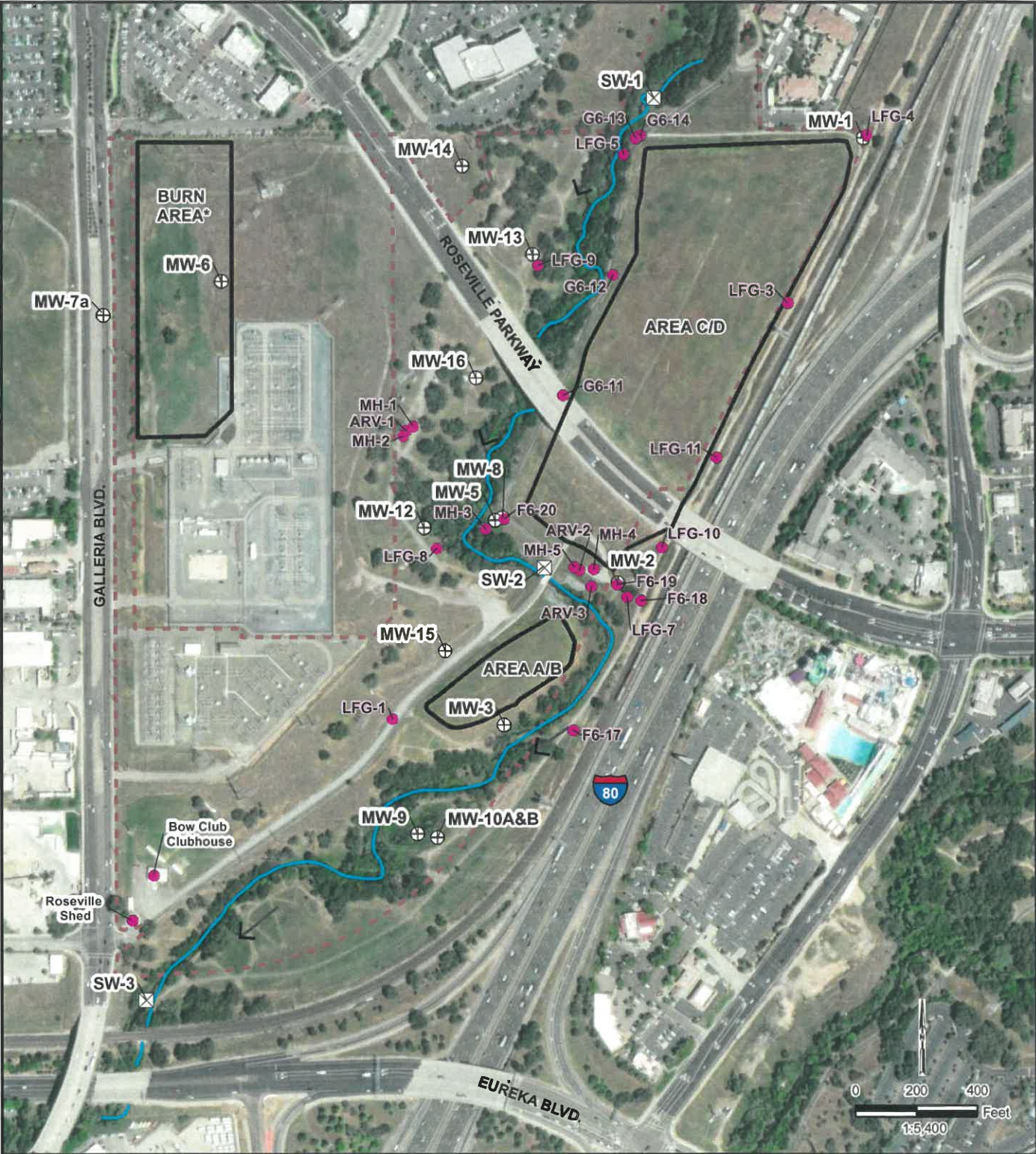


FIGURE 1-3
MONITORING LOCATIONS AND
SURFICIAL GEOLOGY MAP
ROSEVILLE LANDFILL
ROSEVILLE, CALIFORNIA





Aerial Imagery courtesy of ESRI World Imagery. Imagery Date: 04/2022

LEGEND

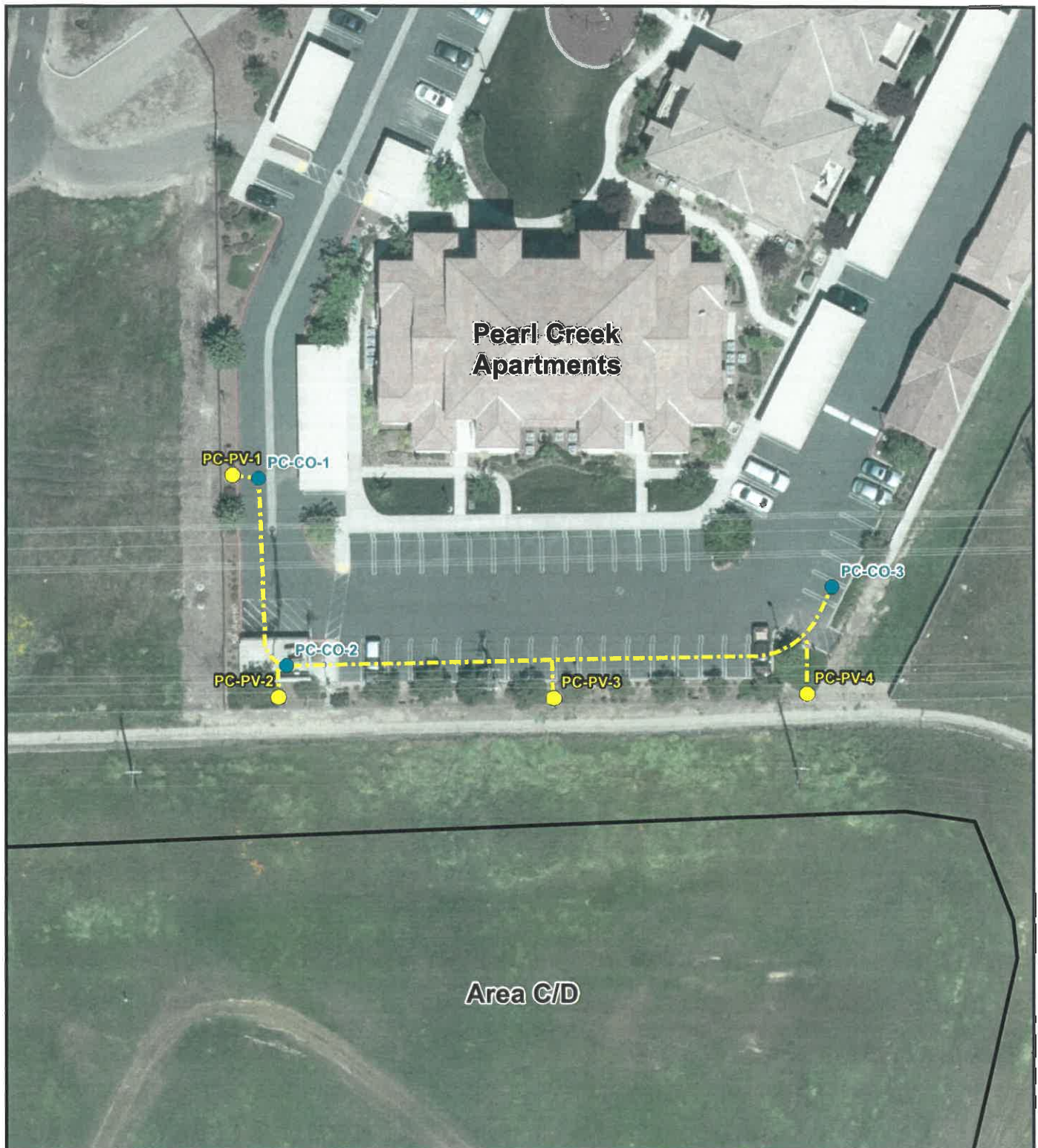
- **Landfill Gas Monitoring Location**
 - LFG – Permanent Landfill Gas Monitoring Probe (Semi-Annual Monitoring)
 - ARV – Roseville Water Valve (Annual Monitoring)
 - MH – Roseville Water Manhole (Annual Monitoring)
 - G6, F6 – SPMUD Sewer Manhole (Annual Monitoring)
 - Bow Club Clubhouse & Roseville Shed (Annual Monitoring)
 - ⊕ **Groundwater Monitoring Location**
 - MW – Monitoring Well (Semi-Annual Monitoring)
 - ⊗ **Surface Water(SW) Sample Location**
 - SW – Surface Water Well (Semi-Annual Monitoring)
- Additional Features**

 - Antelope Creek
 - Creek Flow Direction
 - Approximate Limit of Waste Boundary
 - Approximate City of Roseville
 - Property Boundary

* = Area Owned by PG&E

**FIGURE 3-1
LANDFILL GAS AND
GROUNDWATER
MONITORING LOCATIONS**
ROSEVILLE LANDFILL
ROSEVILLE, CALIFORNIA





Aerial Imagery courtesy of ESRI World Imagery. Imagery Date: 04/2022

LEGEND

- Clean Outs Location
- Passive Vents Location
- Passive Vent Trench
- Approximate Limit of Waste Boundary
- * Area Owned by PG&E

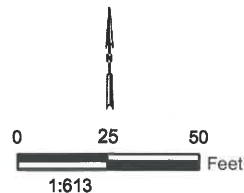


FIGURE 3-2
PEARL CREEK APARTMENTS
LANDFILL GAS MONITORING
LOCATIONS
ROSEVILLE LANDFILL
ROSEVILLE, CALIFORNIA

EXHIBIT “B”

Tab F: Cost Proposal



Jacobs

Cost Proposal - Summary

Task	Labor Hours	Labor	Expenses (Travel)	Expenses (Equipment, Supplies)	Subcontractor (Sampling, Laboratory)	Total
Initial Contract Period (February 2024 - June 2026)	2,260	\$449,655.00	\$2,550.00	\$17,105.00	\$88,330.00	\$557,640.00
Initial Contract Period Fiscal Year 1 (February 2024 - June 2024)	373	\$72,533.40	\$471.60	\$3,135.00	\$11,220.00	\$87,360.00
Task 1: Regulatory Assistance	28	\$6,242.80	\$157.20	\$0.00	\$0.00	\$6,400.00
Task 2: Inspections, Monitoring, and Reporting: Groundwater and Surface Water	236	\$44,372.80	\$157.20	\$550.00	\$11,220.00	\$56,300.00
Subtask 2A: Standard & After Storm Observations and Annual Facility Inspection	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtask 2B: Groundwater and Surface Water Quality Sampling and Analysis	65	\$12,058.80	\$157.20	\$550.00	\$11,220.00	\$23,986.00
Subtask 2C: Groundwater and Surface Water Quality Reporting	171	\$32,314.00	\$0.00	\$0.00	\$0.00	\$32,314.00
Task 3: Other Reporting	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtask 3A: Survey and Iso-Settlement Map for Closed Landfill	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtask 3B: Seep Reporting	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 4: Landfill Gas Monitoring and Reporting	36	\$7,136.40	\$78.60	\$385.00	\$0.00	\$7,600.00
Task 5: Antelope Creek	11	\$2,421.40	\$78.60	\$0.00	\$0.00	\$2,500.00
Task 6: Contingency for Additional Services	61	\$12,360.00	\$0.00	\$2,200.00	\$0.00	\$14,560.00
Initial Contract Period Fiscal Year 2 (July 2024 - June 2025)	927	\$182,024.30	\$1,070.70	\$6,765.00	\$23,980.00	\$213,840.00
Task 1: Regulatory Assistance	56	\$12,680.80	\$319.20	\$0.00	\$0.00	\$13,000.00
Task 2: Inspections, Monitoring, and Reporting: Groundwater and Surface Water	593	\$112,927.00	\$393.00	\$1,210.00	\$22,770.00	\$137,300.00
Subtask 2A: Standard & After Storm Observations and Annual Facility Inspection	37	\$6,919.00	\$78.60	\$0.00	\$0.00	\$6,997.60
Subtask 2B: Groundwater and Surface Water Quality Sampling and Analysis	116	\$21,741.00	\$314.40	\$1,210.00	\$22,770.00	\$46,035.40
Subtask 2C: Groundwater and Surface Water Quality Reporting	440	\$84,267.00	\$0.00	\$0.00	\$0.00	\$84,267.00
Task 3: Other Reporting	29	\$5,720.70	\$39.30	\$330.00	\$1,210.00	\$7,300.00
Subtask 3A: Survey and Iso-Settlement Map for Closed Landfill	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtask 3B: Seep Reporting	29	\$5,720.70	\$39.30	\$330.00	\$1,210.00	\$7,300.00
Task 4: Landfill Gas Monitoring and Reporting	76	\$14,615.40	\$159.60	\$825.00	\$0.00	\$15,600.00
Task 5: Antelope Creek	22	\$4,840.40	\$159.60	\$0.00	\$0.00	\$5,000.00
Task 6: Contingency for Additional Services	150	\$31,240.00	\$0.00	\$4,400.00	\$0.00	\$35,640.00
Initial Contract Period Fiscal Year 3 (July 2025 - June 2026)	960	\$195,097.30	\$1,007.70	\$7,205.00	\$53,130.00	\$256,440.00
Task 1: Regulatory Assistance	56	\$13,171.20	\$328.80	\$0.00	\$0.00	\$13,500.00
Task 2: Inspections, Monitoring, and Reporting: Groundwater and Surface Water	607	\$119,957.00	\$393.00	\$1,430.00	\$51,920.00	\$173,700.00
Subtask 2A: Standard & After Storm Observations and Annual Facility Inspection	37	\$7,206.00	\$78.60	\$0.00	\$0.00	\$7,284.60
Subtask 2B: Groundwater and Surface Water Quality Sampling and Analysis*	120	\$23,289.00	\$314.40	\$1,430.00	\$51,920.00	\$76,953.40
Subtask 2C: Groundwater and Surface Water Quality Reporting	450	\$89,462.00	\$0.00	\$0.00	\$0.00	\$89,462.00
Task 3: Other Reporting	29	\$6,009.50	\$40.50	\$440.00	\$1,210.00	\$7,700.00
Subtask 3A: Survey and Iso-Settlement Map for Closed Landfill	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtask 3B: Seep Reporting	29	\$6,009.50	\$40.50	\$440.00	\$1,210.00	\$7,700.00
Task 4: Landfill Gas Monitoring and Reporting	78	\$15,200.60	\$164.40	\$935.00	\$0.00	\$16,300.00
Task 5: Antelope Creek	11	\$2,419.00	\$81.00	\$0.00	\$0.00	\$2,500.00
Task 6: Contingency for Additional Services	178	\$38,340.00	\$0.00	\$4,400.00	\$0.00	\$42,740.00
Additional Year 1 (July 2026 - June 2027)	911	\$192,994.10	\$1,125.90	\$11,880.00	\$25,960.00	\$231,960.00
Task 1: Regulatory Assistance	56	\$13,666.40	\$333.60	\$0.00	\$0.00	\$14,000.00
Task 2: Inspections, Monitoring, and Reporting: Groundwater and Surface Water	593	\$122,103.00	\$417.00	\$1,540.00	\$24,640.00	\$148,700.00
Subtask 2A: Standard & After Storm Observations and Annual Facility Inspection	37	\$7,493.00	\$83.40	\$0.00	\$0.00	\$7,576.40
Subtask 2B: Groundwater and Surface Water Quality Sampling and Analysis	116	\$23,516.00	\$333.60	\$1,540.00	\$24,640.00	\$50,029.60
Subtask 2C: Groundwater and Surface Water Quality Reporting	440	\$91,094.00	\$0.00	\$0.00	\$0.00	\$91,094.00
Task 3: Other Reporting	29	\$6,388.30	\$41.70	\$550.00	\$1,320.00	\$8,300.00
Subtask 3A: Survey and Iso-Settlement Map for Closed Landfill	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtask 3B: Seep Reporting	29	\$6,388.30	\$41.70	\$550.00	\$1,320.00	\$8,300.00
Task 4: Landfill Gas Monitoring and Reporting	76	\$15,743.20	\$166.80	\$990.00	\$0.00	\$16,900.00
Task 5: Antelope Creek	22	\$5,233.20	\$166.80	\$0.00	\$0.00	\$5,400.00
Task 6: Contingency for Additional Services	135	\$29,860.00	\$0.00	\$8,800.00	\$0.00	\$38,660.00
Additional Year 2 (July 2027 - June 2028)	1,085	\$239,919.90	\$2,050.10	\$14,520.00	\$26,950.00	\$283,440.00
Task 1: Regulatory Assistance	56	\$14,256.80	\$343.20	\$0.00	\$0.00	\$14,600.00
Task 2: Inspections, Monitoring, and Reporting: Groundwater and Surface Water	593	\$126,881.00	\$429.00	\$1,760.00	\$25,630.00	\$154,700.00
Subtask 2A: Standard & After Storm Observations and Annual Facility Inspection	37	\$7,780.00	\$85.80	\$0.00	\$0.00	\$7,865.80
Subtask 2B: Groundwater and Surface Water Quality Sampling and Analysis	116	\$24,418.00	\$343.20	\$1,760.00	\$25,630.00	\$52,151.20
Subtask 2C: Groundwater and Surface Water Quality Reporting	440	\$94,683.00	\$0.00	\$0.00	\$0.00	\$94,683.00
Task 3: Other Reporting	172	\$38,585.30	\$934.70	\$2,860.00	\$1,320.00	\$43,700.00
Subtask 3A: Survey and Iso-Settlement Map for Closed Landfill	143	\$31,896.26	\$891.80	\$2,200.00	\$0.00	\$34,988.06
Subtask 3B: Seep Reporting	29	\$6,689.04	\$42.90	\$660.00	\$1,320.00	\$8,711.94
Task 4: Landfill Gas Monitoring and Reporting	76	\$16,328.40	\$171.60	\$1,100.00	\$0.00	\$17,600.00
Task 5: Antelope Creek	22	\$5,428.40	\$171.60	\$0.00	\$0.00	\$5,600.00
Task 6: Contingency for Additional Services	166	\$38,440.00	\$0.00	\$8,800.00	\$0.00	\$47,240.00
Additional Year 3 (July 2028 - June 2029)	915	\$209,359.30	\$1,190.70	\$12,320.00	\$28,050.00	\$250,920.00
Task 1: Regulatory Assistance	56	\$14,847.20	\$352.80	\$0.00	\$0.00	\$15,200.00
Task 2: Inspections, Monitoring, and Reporting: Groundwater and Surface Water	593	\$131,959.00	\$441.00	\$1,980.00	\$26,620.00	\$161,000.00
Subtask 2A: Standard & After Storm Observations and Annual Facility Inspection	37	\$8,097.00	\$88.20	\$0.00	\$0.00	\$8,185.20
Subtask 2B: Groundwater and Surface Water Quality Sampling and Analysis	116	\$25,337.00	\$352.80	\$1,980.00	\$26,620.00	\$54,289.80
Subtask 2C: Groundwater and Surface Water Quality Reporting	440	\$98,525.00	\$0.00	\$0.00	\$0.00	\$98,525.00
Task 3: Other Reporting	29	\$6,955.90	\$44.10	\$770.00	\$1,430.00	\$9,200.00
Subtask 3A: Survey and Iso-Settlement Map for Closed Landfill	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtask 3B: Seep Reporting	29	\$6,955.90	\$44.10	\$770.00	\$1,430.00	\$9,200.00
Task 4: Landfill Gas Monitoring and Reporting	76	\$16,953.60	\$176.40	\$770.00	\$0.00	\$17,900.00
Task 5: Antelope Creek	22	\$5,623.60	\$176.40	\$0.00	\$0.00	\$5,800.00
Task 6: Contingency for Additional Services	139	\$33,020.00	\$0.00	\$8,800.00	\$0.00	\$41,820.00
Total Contract	5,171	\$1,091,928.30	\$6,916.70	\$55,825.00	\$169,290.00	\$1,323,960.00

Note:

* The 2025 Quarter 3 monitoring event includes 5-year Contaminants of Concern sampling and analysis.

Cost Proposal – Staff Hours

Proposed Staff	Labor Classification	2024 Rate	Initial Contract Period (February 2024 - June 2026)	Additional Year 1 (July 2026 - June 2027)	Additional Year 2 (July 2027 - June 2028)	Additional Year 3 (July 2028 - June 2029)	Total Contract Hours
Bell, Bryan	Professional & Project Management - Associate	\$173	121	51	62	52	286
Bridges, Elizabeth A	Administration & Support - Senior	\$104	5	2	2	2	11
Brooks, Roland Leon (Duke)	Professional & Project Management - Career	\$194	0	0	26	0	26
Chern, Daniel	Professional & Project Management - Senior	\$215	462	192	215	191	1,060
Daus, Tyson Edward	Technician - Career	\$121	80	34	34	34	182
Deparra, Dire	Technician - Career	\$121	18	8	10	8	44
Fesler, Mark S	Professional & Project Management - Senior	\$215	15	6	6	6	33
Fox, Bill F Jr	Professional & Project Management - Subject Matter Expert	\$310	0	0	4	0	4
Goodrich, Janet G	Professional & Project Management - Senior Principal	\$280	42	16	17	15	90
Gorham, James N	Professional & Project Management - Subject Matter Expert	\$310	9	3	3	3	18
Hamm, Eric	Professional & Project Management - Senior	\$215	12	4	4	4	24
Hoops, Ethan William	Professional & Project Management - Career	\$194	0	0	28	0	28
Jones, John Robert (JR)	Professional & Project Management - Associate	\$173	160	63	62	62	347
Los, Anna	Administration & Support - Senior	\$104	60	24	24	24	132
Mcrae, Jennifer Emily	Professional & Project Management - Career	\$194	60	24	24	24	132
Moon, Gerald E (ED)	Professional & Project Management - Senior	\$215	217	87	87	86	477
Mooneyham, Joshua B	Professional & Project Management - Career	\$194	0	0	44	0	44
Norris, Jordan Thomas	Professional & Project Management - Career	\$194	128	54	57	53	292
Paul, Jeffrey E	Professional & Project Management - Associate	\$173	40	16	16	16	88
Roark, Shaun	Professional & Project Management - Senior Principal	\$280	22	10	10	10	52
Schaefer, Medina Gale (Gale)	Professional & Project Management - Career	\$194	20	7	7	7	41
Schroth, Brian K	Professional & Project Management - Senior Principal	\$280	42	18	18	18	96
Spence, Michele Denise	Professional & Project Management - Career	\$194	20	8	8	8	44
Wilburn, Douglas Jay (Jay)	Professional & Project Management - Specialist	\$236	30	12	12	12	66
Wilson Fallon, Alexander Nicholas	Professional & Project Management - Associate	\$173	128	64	64	64	320
Woods, Jacob Loren	Professional & Project Management - Intermediate	\$153	60	24	24	24	132
Xayachack, Lindsey	Professional & Project Management - Associate	\$173	282	107	106	107	602
Total			2,033	834	974	830	4,671

Cost Proposal – Rates

Labor Classification	Professional & Project Management	2024 Rate
Subject Matter Expert		\$310
Senior Principal		\$280
Principal		\$256
Specialist		\$236
Senior		\$215
Career		\$194
Associate		\$173
Intermediate		\$153
Entry		\$142
Technician		
Specialist		\$153
Senior		\$137
Career		\$121
Intermediate		\$105
Entry		\$90
Administration & Support		
Senior		\$104
Career		\$97
Intermediate		\$90
Entry		\$82
Global Delivery Center		
Senior		\$124
Intermediate		\$93
Entry		\$72
Note: Hourly rates are subject to a minimum 3% annual escalation in January of each year.		
Other Direct Costs		Markup
Expenses – Travel		0%
Expenses – Equipment, Supplies, and Other Direct Costs		10%
Subcontractors		10%

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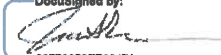
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COUNCIL COMMUNICATION

CC #: 3005
File #: 0320-01

Title: Resolution Declaring Weeds and Rubbish a Public Nuisance
Contact: Travis Cochran 916-774-5325 tecochran@roseville.ca.us
Michael Bradley 916-774-4710 mbradley@roseville.ca.us

Meeting Date: 10/18/2023
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve a resolution declaring weeds, rubbish, dirt, and/or rank growth on property located at 1700 New Meadow Drive, Roseville, California 95747; APN 017-117-018, to be a public nuisance, and directing the Fire Chief or his designee to give notice of the approving of the resolution and setting the time and place for the required public hearing.

BACKGROUND

Chapter 9.20 of the Roseville Municipal Code governs abatement of weeds, dirt, rubbish, and rank growths on private property. Pursuant to RMC Section 9.20.020, the City Council may adopt a resolution declaring the existence of weeds, dirt, rubbish, and/or rank growths on private property to be a public nuisance and authorizing city authorities to abate the nuisance if not addressed by the property owner. If such resolution is approved, the City Council then holds a public hearing at which time Council may hear objections from the property owner. If any objections are lodged at the public hearing, the Council considers such objections and determines whether to allow or overruled such objections. If the objections are overruled, City authorities may then move forward with abating the weeds, dirt, rubbish, and/or rank growths declared to be a public nuisance and may charge the cost of the abatement to the property owner.

On August 5, 2023, a vegetation fire started at the end of New Meadow Drive and Foothills Boulevard. The fire was fueled, in part, by overgrown weeds and vegetation existing on the property located at 1700 New Meadow Drive, Roseville, California 95747; APN 017-117-018 (the "Property"). Such overgrown weeds and vegetation on the Property constitute weeds, rubbish, dirt, and/or rank growths as defined by RMC Section 9.20.010.

On approximately August 22, 2023, the Fire Department conducted an inspection of the Property, at which time it was determined that such weeds, rubbish, dirt, and/or rank growths continued to exist on the Property. On approximately August 31, 2023, written notice was sent to the owner of the Property informing the owner that such weeds, rubbish, dirt, and/or rank growths constitute a fire hazard and must be abated pursuant to Chapter 9.20 of the Municipal Code. The owner was further advised that if all such weeds, rubbish, dirt, and/or rank growths were not abated within thirty

(30) days of the date of the letter, the City would initiate abatement proceedings, including but not limited to declaring a public nuisance, causing the weeds to be abated, and charging the owner for the full costs of the abatement. A copy of the letter sent to the Property owner is attached for reference. On approximately October 2, 2023, the Fire Department conducted a follow-up inspection of the Property, at which time it was determined that such weeds, rubbish, dirt, and/or rank growths continued to exist on the Property.

Because the weeds rubbish, dirt, and/or rank growths on the Property have not been abated and continue to present a fire hazard that endangers public health and safety, it is recommended that Council adopt a resolution declaring such weeds to be a public nuisance and setting the date and time for the required public hearing. If the resolution is approved, staff will provide the necessary notice to the property owner and will schedule a hearing for the November 1st City Council meeting to consider any objections.

FISCAL IMPACT

There is no fiscal impact associated with the proposed Resolution. If the City incurs costs to abate the nuisance, such costs may be charged to the property owner and constitute a special assessment and lien against the property.

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 Resolution meets the above criteria and is 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

Michael Bradley, Administrative Battalion Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-420

Public Notice

Letter to Property Owner

Pictures of Property

RESOLUTION NO. 23-420

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING
THAT A PUBLIC NUISANCE EXISTS IN CONNECTION WITH THE EXISTENCE OF
WEEDS, DIRT, RUBBISH, AND/OR RANK GROWTHS ON CERTAIN PROPERTY
WITHIN THE CITY OF ROSEVILLE AND DIRECTING THE FIRE CHIEF OR HIS
DESIGNEE TO PROVIDE WRITTEN NOTICE

WHEREAS, the City Council, by virtue of Government Code Sections 39560 et seq. and Chapter 9.20 of the Roseville Municipal Code, is authorized to declare by Resolution as public nuisances and abate all weeds, dirt, rubbish, and/or rank growths as described in Roseville Municipal Code Section 9.20.010, growing or remaining on any real property in the City; and

WHEREAS, under the provisions Government Code Section 39562, the Resolution must refer to the street locations by its common name and describe the property upon which the nuisance exists by giving its parcel number and address, according to the Official or City assessment map; and

WHEREAS, the hereinafter described real property in the City of Roseville is covered by weeds, dirt, rubbish, and/or rank growths as described in Roseville Municipal Code Section 9.20.010, and said weeds, dirt, rubbish, and/or rank growths constitute a public nuisance and are a hazard to the health, safety, and well-being on the citizens of the City of Roseville; and

WHEREAS, the particular description of the parcel on which said nuisances exists is as follows: 1700 New Meadow Drive, Roseville, California 95747; APN 017-117-018; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Roseville hereby finds, determines, and orders as follows:

1. The recitals set forth above are true and correct.
2. That a public nuisance is hereby deemed to exist and needs to be abated as a result of weeds, dirt, rubbish, and/or rank growths as described in Roseville Municipal Code Section 9.20.010, growing or remaining on that parcel of land located at 1700 New Meadow Drive, Roseville, California 95747; APN 017-117-018.
3. The weeds, dirt, rubbish, or rank growths as described in Roseville Municipal Code Section 9.20.010 and declared to be a public nuisance herein are further declared to be seasonal and recurring public nuisances.
4. The owners of said real property who have objections to the proposed abatement of nuisances by the City of Roseville in the manner prescribed by the Government Code and the Roseville Municipal Code are hereby notified to attend the meeting the City Council to be held on November 1, 2023, at 6:00 p.m., or as soon thereafter as the matter can be

heard, at which time a hearing will be held and their objections will be heard and given due consideration.

5. Notice of the hearing shall be given by the Fire Chief or his designee pursuant to either subsection (A) or (B) of Section 9.020.050 of the Roseville Municipal Code.

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

PUBLIC NOTICE

Public Notice is hereby given that a public hearing will be held before the City Council of the City of Roseville for the purpose of considering the following:

WEED ABATEMENT HEARING

On October 18, 2023, pursuant to the provisions of Chapter 9.20 of the Roseville Municipal Code, the City Council of the City of Roseville passed a resolution declaring that all weeds as defined in Section 9.20.010(C)(1) of said chapter and all dirt, rubbish and/or rank growth, as defined in Section 9.20.010(C)(2), (3), (4) of said chapter, of any kind on private property, or in any street or alley abutting any property, constitute a public nuisance which must be abated by the destruction or removal thereof.

The property owner(s) of **1700 New Meadow Drive, Roseville, California 95747; APN 017-117-018** shall, without delay, destroy or remove all such weeds, dirt, rubbish and/or rank growths from their property and half of the abutting street and alley, if any, between the lot lines, as extended, or such weeds, dirt, rubbish and/or rank growths will be destroyed or removed and such nuisance abated by the city authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands from or on which, or abutting the streets and alleys from or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which municipal taxes are collected.

All property owners having objections to the proposed abatement of the nuisances are hereby notified to attend a meeting of the Council of the City of Roseville to be held on November 1, 2023, at 6:00 o'clock p.m., or as soon thereafter as the matter can be heard, where and when all objections will be heard and given due consideration.

Rick Bartee
Fire Chief of the City of Roseville

Dated: October __, 2023



City Attorney
311 Vernon Street
Roseville, California 95678

August 31, 2023

Via Certified & Regular U.S. Mail

Pig Farm Enterprises, L.P.
1700 New Meadow Dr.
Roseville, CA 95747

Stephen H. Thurtle
1840 Stone Canyon Dr.
Roseville, CA 95661

Re: 1700 New Meadow Drive; Notice to Abate

Dear Mr. Thurtle:

Please accept this letter as formal notice that certain weeds existing on the property located at 1700 New Meadow Drive, Roseville, California (the "Property") are noxious and dangerous and create a fire hazard that endangers the public's health and safety, and such weeds are a menace to nearby improved property. Pursuant to Chapter 9.20, you are required to abate this issue by removing all weeds located on the Property such that they no longer present a fire hazard, endanger the public's health and safety, or represent a menace to nearby improved property. Such abatement must be completed within thirty (30) days from the date of this notice.

Please be further advised that if abatement of all weeds on the Property as set forth herein is not completed within thirty (30) days of the date of this letter, the City of Roseville ("City") will initiate abatement proceedings against you pursuant to Roseville Municipal Code Chapter 9.20 and California Government Code Sections 39560 *et seq.* This will include, but is not limited to, declaring the weeds to be a public nuisance, causing the weeds to be abated, and charging you with the full costs of the abatement, which shall constitute a special assessment and lien against the Property.

If you have questions regarding the work necessary for the abatement you may contact me at (916) 774-5325, or you may contact Michael Bradley, Administrative Battalion Chief with the Roseville Fire Department, at 916-774-5806. However, as mentioned above, if you do not abate all weeds within thirty (30) days of the date of this notice, the City will move forward with abatement proceedings, and as the property owner, you will be responsible for the full cost of the abatement. The City also reserves all other legal rights and remedies for enforcement and for collecting its costs. Please note that if the City is required to abate the issue, we will do our best to minimize any inconvenience caused to you during the process. However, we cannot guarantee which days and/or times such abatement may occur.

Pig Farm Enterprises, L.P.
Stephen H. Thurtle
August 31, 2023
Page | 2

We look forward to your prompt attention to this matter.

Sincerely,



TRAVIS E. COCHRAN
Deputy City Attorney
City of Roseville

CC: Michael Bradley, Administrative Battalion Chief (via email only)









COUNCIL COMMUNICATION

CC #: 2999
File #: 1006-01

Title: Placer County Society for the Prevention of Cruelty to Animals - Lease Agreement
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 10/18/2023
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a lease agreement with Placer County Society for the Prevention of Cruelty to Animals (SPCA) for approximately 10,000 square feet of existing building space, covered storage area, and outside paved area located at 100 Corporation Yard Road.

BACKGROUND

In July of 2002, the City Council approved a lease agreement with the SPCA to operate an animal shelter using approximately 10,000 square feet of existing City building space, a covered storage area, and an outside paved area all located at 100 Corporation Yard Road (APN 011-010-006-000). The lease was extended via amendments on June 18, 2003 and July 1, 2015.

The City and the SPCA desire to continue this lease arrangement, including the exact same building, storage, and outside space, and have negotiated terms for a new lease agreement.

Key Lease Agreement Terms

Landlord: City of Roseville

Tenant: Placer County Society for the Prevention of Cruelty to Animals (SPCA)

Lease Premises: Approximately 10,000 square feet, gross leasable area

Start Date: shall commence upon the Commencement Date and terminate at the end of sixty (60) months.

Term: 60 Months

Price: Months Monthly Rent

1-12 \$1,915

13-24 \$1,962

25-36 \$2,011

37-48 \$2,062

49-60 \$2,113

Option to Extend. Tenant shall, provided the lease is in full force and effect and Tenant is not in

default under any of the terms and conditions of the lease at the time of notification or commencement, have the option to extend this lease for one (1) separate and additional term of sixty (60) months ("Extension") for any and all space under lease at the time said option is executed. Such Extension shall be made on the same terms and conditions set forth in the lease, except as modified by the terms, covenants, and conditions as set forth in subsections (a) – (c)

Optional Extension	Months	Monthly Rent
	61-72	\$2,165
	73-84	\$2,219
	85-96	\$2,332
	97-108	\$2,390
	109-120	\$2,450

FISCAL IMPACT

Execution of the lease agreement would result in a positive fiscal impact to the General Fund of \$22,980 in year 1 with an annual escalator, which would be applied towards the facility's maintenance and upkeep.

ENVIRONMENTAL REVIEW

The proposed project involves the leasing 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.

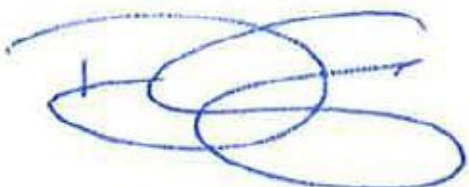
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Dan Allen, Facility Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

- Resolution 23-416
- Lease Agreement
- Notice of Exemption

RESOLUTION NO. 23-416

APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Lease Agreement and Memorandum of Lease, for a portion of the property located at 100 Corporation Yard Road, in the City of Roseville, CA, by and between the City of Roseville and Placer County Society for the Prevention of Cruelty to Animals, have been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Lease Agreement and Memorandum of Lease are hereby approved and that the City Manager is authorized to execute them 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

LEASE AGREEMENT

Placer County Society for the Prevention of Cruelty to Animals

THIS LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into this ____ day of _____, 20__ (the "Commencement Date") by and between the City of Roseville, a municipal corporation ("LESSOR"), and Placer County Society for the Prevention of Cruelty to Animals, a California non-profit corporation ("LESSEE"); and

W I T N E S S E T H:

WHEREAS, LESSOR has operated a Corporation Yard adjacent to the Placer County Fairgrounds since 1960; and

WHEREAS, LESSOR and LESSEE previously entered into a lease agreement dated July 10, 2002 and amended June 18, 2003 and July 1, 2015 to operate an animal shelter; and

WHEREAS, LESSOR desires to allow LESSEE to continue using a portion of the Corporation Yard to operate an animal shelter as specified below.

NOW, THEREFORE, the parties agree as follows:

1. Lease of Subject Property. LESSOR does hereby grant LESSEE a lease for use of approximately 10,000 square feet of existing building space, covered storage area and outside paved area located at 100 Corporation Yard Road (APN 011-010-006-000) as more specifically described in Exhibit "A", attached hereto and incorporated herein ("Subject Property").

LESSEE shall use Subject Property solely for purposes of animal shelter, official pet adoption center and activities directly related to those functions.

2. Initial Term. The initial term of this Lease shall be sixty (60) months, and shall commence upon the Commencement Date and terminate at the end of sixty (60) months (“Initial Term” or “Term”).

3. Option to Extend. LESSEE shall, provided the Lease is in full force and effect and LESSEE is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have the option to extend this Lease for one (1) separate and additional term of sixty (60) months (“Extension”) for any and all space under lease at the time said option is executed. Such Extension shall be made on the same terms and conditions set forth in this Lease, except as modified by the terms, covenants, and conditions as set forth in subsections (a) – (c) below:

a. Prior to the expiration of the Initial Term, LESSEE shall provide LESSOR with a minimum of six (6) months advance written notice of LESSEE’s election to extend this Lease. In the event LESSEE fails to timely provide such notice, LESSEE shall have no further or additional right to extend or renew the term of the Lease without the express written approval of LESSOR.

b. This option to extend this Lease is not transferable to any third party without written consent of LESSOR. The Parties hereto acknowledge and agree that they intend that the aforesaid option to extend this Lease shall be “personal” to LESSEE as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid option to extend, without further approval from LESSOR.

c. LESSEE shall have no further right to extend the term of this Lease beyond the Extension period stated in Section 3 without further written amendment to this Lease.

4. Rent. LESSEE shall pay rent during the Initial Term based on the following schedule ("Rent Schedule"):

Initial Term

Months	Monthly Rent
1-12	\$1,915
13-24	\$1,962
25-36	\$2,011
37-48	\$2,062
49-60	\$2,113

Optional Extension

Months	Monthly Rent
61-72	\$2,165
73-84	\$2,219
85-96	\$2,332
97-108	\$2,390
109-120	\$2,450

5. Termination. Either Party may terminate this Lease without cause at any time upon giving one hundred and twenty (120) days advance written notice to the other Party.

6. Restriction on Use of Subject Property. LESSEE shall not use or permit the use of the Subject Property, or any part thereof, for any other purpose other than as set forth in Paragraph 1. LESSEE shall not store or permit to be stored hazardous chemicals on-site.

7. Payment of Utilities. LESSEE shall be responsible for payment of all utilities on the Subject Property.

8. Nuisances Prohibited. LESSEE shall not commit or permit to be committed any waste on or of the Subject Property, and LESSEE shall not do or permit to be done any act in or about the Subject Property which shall be a nuisance or which may endanger the Subject Property or adjoining properties. Notwithstanding the foregoing, LESSEE shall continue to be exempt from LESSOR's animal noise regulations pursuant to Section 7.25.010(E) of the Roseville Municipal Code.

9. Possessory Interest Tax. LESSEE understands that its interest created by this Lease may be subject to a possessory interest tax pursuant to California Revenue and Taxation Code Sections 107 and 107.6 that impose an ad valorem property tax on possessory interests created in tax exempt property. LESSEE understands that any such tax payment shall not reduce any sum due LESSOR hereunder, and that any such tax shall be the sole liability and responsibility of LESSEE.

10. Intentionally Deleted.

11. Proper Shelter and Care. LESSEE shall provide proper shelter and care for all animals in its custody. This includes compliance with all appropriate State or local laws, rules and regulations relevant to animal sheltering and care. If LESSEE is not adequately providing care as stated above, LESSOR may notify LESSEE in writing, allowing thirty (30) days to rectify the problem. If the problem will take more than thirty (30) days to rectify, LESSEE will submit a plan for improvement of the problem area to LESSOR within thirty (30) days of receipt of the notice from LESSOR. If the Parties disagree on the proposed solution, a mutually acceptable panel of three (3) animal shelter experts may be called upon to offer a solution.

Provided, however, that if LESSEE does not rectify the problem within thirty (30) days of submission of plan or offer of solution, LESSOR may terminate the Lease upon thirty (30) days written notice.

12. Maintenance.

- a. LESSOR shall be responsible for maintenance, repair and replacement of:
 - i. heating, ventilation and air conditioning systems
 - ii. roof and rain gutters
 - iii. exterior lighting
 - iv. parking lot
 - v. exterior paint
 - vi. damage not caused by LESSEE's staff and visitors
 - vii. electrical system, excluding repairs and/or replacements to increase electrical capacity or otherwise upgrade the electrical system
 - viii. wet utility systems (water, sewer)
 - ix. storm drainage
 - x. parking lot gate
 - xi. Americans with Disabilities Act compliance
- b. LESSEE shall be responsible for maintenance, repair and replacement of:
 - i. all equipment related to care of animals
 - ii. all equipment related to the operation of a kennel
 - iii. the portable building added by LESSEE
 - iv. interior paint
 - v. interior doors and locks

- vi. interior lighting
- vii. interior fixtures
- viii. floor care
- ix. custodial services

c. Emergency Building Services

- i. LESSEE's staff must be present to provide access to LESSOR's building Maintenance staff for all emergency calls, after hours or on weekends.
- ii. In the event of a major systems failure requiring temporary equipment to restore building function (i.e. generators, temporary heaters/air conditioners, portable toilets, handwashing), LESSOR will have twenty four (24) hours to provide such temporary equipment.

13. Construction. LESSEE shall not erect structures or construct paved areas or any other improvements upon the Subject Property without LESSOR's prior written approval.

14. Removal of Improvements by LESSEE. Upon termination of this Lease, LESSEE shall remove all its non-appurtenant improvements, property and materials from the Subject Property.

15. Assignment. LESSEE shall not assign this Lease, or any interest therein, without the prior written consent of LESSOR. Any assignment without such consent shall be void, and shall, at the option of the LESSOR, revoke the Lease.

16. Indemnification. To the fullest extent allowed by law, LESSEE shall defend, indemnify, and save and hold harmless LESSOR, 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 LESSEE'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 LESSOR's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

LESSEE'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.

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Property Insurance

Coverage against all risks of loss to any LESSEE improvements or betterments, at full replacement cost with no coinsurance penalty provision

a. Form. LESSEE 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. LESSEE shall also provide a separate endorsement form or section of the policy showing LESSOR, 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 LESSEE. For any claims related to this Agreement, LESSEE's insurance coverage shall be at least as broad as ISO CG 20 01 04 13 as it relates to LESSOR, its officers, agents, employees, and volunteers. This requirement shall apply to any excess or umbrella liability policies. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 2011 04 13 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. LESSEE shall provide ten (10) days written notice to LESSOR prior to cancellation or modification of any insurance required by this Agreement. Legal Liability Coverage. The property insurance is to be endorsed to include Legal

Liability Coverage (ISO Form CP 00 40 04 02 or equivalent) with a limit equal to the replacement cost of the leased property.

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 LESSOR (if agreed to in a written contract) before LESSOR's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. LESSEE 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, LESSOR shall require its subcontractors to agree to be bound to LESSEE and LESSOR in the same manner and to the same extent as LESSEE is bound to LESSOR under this Agreement. Additionally, LESSEE shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of LESSOR'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 LESSOR. LESSOR 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. LESSEE hereby agrees to waive subrogation which any insurer of LESSEE may acquire from LESSEE by virtue of the payment of any loss under any insurance required herein. All Workers Compensation, Commercial Property, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of LESSOR, its officers, agents, employees and volunteers for all worked performed by LESSEE, its employees, agents and subcontractors.

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

18. 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

Dominick Casey
City Manager, City of Roseville
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Leilani Fratis
Chief Executive Officer, SPCA
150 Corporation Yard Road
Roseville, CA 95678

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

19. 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.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's

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

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

22. 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.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023, and LESSEE has caused this Agreement to be executed.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING 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: _____
JASON SHYKOWSKI
Public Works Director

PLACER COUNTY SOCIETY FOR THE
PREVENTION OF CRUELTY TO
ANIMALS, a California non-profit
corporation

BY: Regina Fratus
its: CEO

and

BY: _____
its: BDP

Exhibit A
to Memorandum of Lease



EXHIBIT B

Memorandum of Lease

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:

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

EXEMPT FROM RECORDING FEES (Gov. Code §27383)

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX IS \$0.00 CITY TRANSFER TAX IS \$0.00

This conveyance is exempt from the documentary transfer tax since the lease term is less than 35 years per R & T §61 and §11911.

Space Above Line For Recorder's Use

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ____ day of _____, 2023, by and between City of Roseville, a municipal corporation ("LESSOR"), and Placer County Society for the Prevention of Cruelty to Animals, a California nonprofit corporation (hereinafter "LESSEE"), who agree as follows:

1. LESSOR leases to LESSEE and LESSEE leases from LESSOR real property located in the City of Roseville, County of Placer, State of California, Assessor's Parcel Number 011-010-006-000, as more particularly shown in **Exhibit A** attached hereto and incorporated by reference herein (the "Leased Premises").

2. This Memorandum of Lease is made upon all the terms and conditions of that certain unrecorded Lease Agreement relating to the leased premises between LESSOR and LESSEE dated _____, 2023 ("Lease Agreement") on file with the City Clerk, and all of said terms and conditions are incorporated by reference herein.

3. The term of the lease shall continue for a period of sixty (60) months and the Lease Agreement includes one separate optional sixty (60) month term, unless extended or earlier terminated according to the terms of the Lease Agreement.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, upon the day and year first hereinabove written, the respective Parties hereto have executed this Memorandum of Lease, personally or by officers or agents thereunto duly authorized.

LESSOR:

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

LESSEE:

PLACER COUNTY SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS, a
California nonprofit corporation

BY: _____
Print name: _____
Title: _____

and

BY: _____
Print name: _____
Title: _____

[NOTARIZATION OF SIGNATURES REQUIRED]



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: Placer County Society for the Prevention of Cruelty to Animals - Lease Agreement

Project Location(s): 100 Corporation Yard Road, Roseville, CA 95678

Project Description: Public Works staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Lease Agreement with Placer County Society for the Prevention of Cruelty to Animals (SPCA) for approximately 10,000 square feet of existing building space, covered storage area, and outside paved area located at 100 Corporation Yard Road. The facility was approved for use as an animal shelter in July 2002, and it has operated in that capacity since then. The lease was extended by amendments in 2003 and 2015. The proposed lease does not expand use or capacity.

Public Agency Approving Project: Roseville City Council

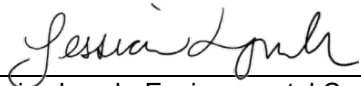
Agency/Individual Carrying Out Project: City of Roseville Public Works Department

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 the ...leasing...of existing public facilities,involving negligible or no expansion of existing or former use..."

The project is the extension of a lease on City property that has been in place since 2002 and would not result in expansion of use. No environmentally sensitive resources are located at or near the property; therefore the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: Dan Allen, Public Works Department, 2005 Hilltop Circle, Roseville, CA 95747. (916) 774-5741.

Signature: 
Jessica Lynch, Environmental Coordinator, City of
Roseville

Date: 10/3/2023



COUNCIL COMMUNICATION

CC #: 2988

File #: 0114

Title: State Legislative Advocacy Services - Professional Services Agreement

Contact: Noelle Mattock 916-774-5504 ncmattock@roseville.ca.us

Meeting Date: 10/18/2023

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve an agreement with Renne Public Policy Group to provide state legislative and regulatory representation for the Environmental Utilities Department, and authorize the City Manager to execute the agreement.

BACKGROUND

The City has a long-standing professional services agreement with Joe A. Gonsalves and Son to provide professional lobbying services associated with state legislative and regulatory issues. The agreement spans more than 18 years and for many years, Joe A. Gonsalves and Son was able to meet the basic lobbying needs for the Environmental Utilities Department (EU). However, as the amount and complexity of state legislative and regulatory issues grew, especially starting around 2016 with the Water Efficiency Framework legislation (AB 668 and SB 606), staff recognized the need to add lobbying support from a firm that specialized in utility-specific issues.

In October of 2019, following a Request for Proposals (RFP), EU interviewed several lobbying firms and hired The Gualco Group to be subcontractors to Gonsalves and Sons for its unique issues. While the Advanced Clean Fleet Rule was adopted, EU has identified a number of upcoming regulatory and legislative issues that the department will need additional support on. With the term of The Gualco Groups' contract ending, EU recently initiated another RFP and received five proposals. After interviews were conducted for the top three proposers, Renne Public Policy Group was identified as the successful proposer given the firm's knowledge, skills, and capabilities to support EU's key policy issues and interests.

Staff recommends that the City Council approve a Professional Services Agreement in the annual amount of \$120,000 with the Renne Public Policy Group to represent the City of Roseville on EU's specific policy issues and interests. The initial term of the agreement ends on December 31, 2026, but may be renewed in one (1) year increments for up to an additional four (4) years.

FISCAL IMPACT

The FY2023-24 budget for state lobbying services in the Environmental Utilities funds totals \$84,000. The proposed professional services agreement is \$120,000 annually. The \$24,000 increase in costs in FY2023-24 for Renne Public Policy Group will be shared evenly between the Water, Wastewater, and Waste Services divisions. The total \$24,000 increased cost will be absorbed within the existing budgets of the Water Operations Fund (\$8,000), Wastewater Operations Fund (\$8,000), and Waste Services Operations Fund (\$8,000).

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

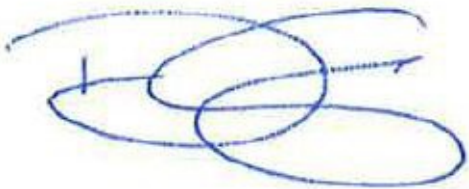
Goal A - Remain fiscally responsible in a changing world

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Noelle Mattock, Utility Government Relations Administrator

Richard D. Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-407

Professional Services Agreement

RESOLUTION NO. 23-407

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND RENNE PUBLIC LAW GROUP, LLP DBA RENNE PUBLIC POLICY GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Water, Wastewater, Recycled Water, Stormwater and Solid Waste State Advocacy Services, by and between the City of Roseville and Renne Public Law Group, LLP dba Renne Public Policy Group, has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Water, Wastewater, Recycled Water, Stormwater
and Solid Waste State Advocacy Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation (“CITY”), and Renne Public Law
Group, LLP, dba Renne Public Policy Group, a California limited liability partnership
(“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of water, wastewater,
recycled water, stormwater and solid waste state advocacy services; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP No. 08-119
dated July 31, 2023, which describes the scope of work to be performed by CONSULTANT, the
budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT “A,” attached hereto and incorporated herein by this
reference.

2. Term. The term of this Agreement shall commence upon execution and expire on December 31, 2026. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional four (4) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a flat fee retainer basis in accordance with the budget estimate as described in EXHIBIT "A." Total compensation shall not exceed three hundred sixty thousand dollars (\$360,000) for the initial term. Total compensation for each optional renewal year of this Agreement shall not exceed one hundred twenty thousand dollars (\$120,000). Total compensation for the initial term and all optional renewal years shall not exceed eight hundred forty-thousand dollars (\$840,000). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

CONSULTANT shall submit monthly invoices in the amount of ten thousand dollars (\$10,000). CITY shall pay the invoice within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

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

negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

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

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

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

claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

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

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

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

8. 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.

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

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

16. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches,

maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

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

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 hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

21. 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

Noelle Mattock
Utility Government Relations Administrator
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Alyssa Silhi
Director of Government Affairs
1127 L Street, Suite 300
Sacramento, CA 95814

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

RENNE PUBLIC LAW GROUP, LLP,
DBA RENNE PUBLIC POLICY GROUP, a
California limited liability partnership

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Managing Partner

and

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD PLECKER
Environmental Utilities Director

EXHIBIT “A”

TAB D: UNDERSTANDING OF SERVICES REQUESTED

Understanding of Scope of Services

The City of Roseville is seeking qualified and talented representation at the state level to serve as its eyes, ears, and voice to successfully advocate on behalf of the Environmental Utilities Department's needs. The team selected will be an integral part of the City's overall advocacy efforts and an important element of the Department's work. The scope of services requested is robust and requires legislative, regulatory, and administrative advocacy on the full spectrum of legislative and regulatory proposals that could impact the City's utility services. In addition, the scope of services requires exceptional communication between the state advocacy team and the Department and from the advocates to lawmakers and stakeholders. Our understanding of the services requested, general approach, and proposed methodologies and strategies needed to achieve them is further demonstrated in detail in [TAB E: Program Plan](#).

General Approach

At RPPG, we strive to be a *necessity* for our clients, not a luxury. This means finding ways to show true return on investment. However, the "value" of the services we provide depends on the individual needs of the client. Whether the need is advancing a beneficial state policy, stopping a piece of detrimental legislation, advocating for increased General Fund or grant dollars, or providing detailed policy and political information that informs decision-making, we pride ourselves on our proven ability to dig into our client's specific issues and create a customized advocacy strategy that fits their individual needs.

Our cumulative decades of experience working on behalf of public agencies provides us substantive perspective and a unique lens with which to see the complex and varied layers of the state legislative and regulatory issues that impact water, wastewater, recycled water, solid waste, and stormwater programs. As previously mentioned, we provide "wraparound service," which means we would lean on our experience working with similarly situated agencies, direction from the Department's project manager and technical experts, and the City's comprehensive legislative policy platform to create a tailored legislative strategy for the Department that specifically addresses your needs, goals, challenges, opportunities, and priorities.

Major Challenges/Items of Special Consideration

The City values local control and the Department's ability to conduct operations in a way that maximizes value to the community, protects infrastructure investments, and plans for sustainable and reliable water resources and water quality for Roseville residents. The state continues to seek solutions on a variety of issues, including water allocation, water quality standards, water conservation, greenhouse gas reduction, and sustainable solid waste disposal practices. Often, these proposals diminish the role of local agencies in the decision-making process and reduce local control. Protecting the Department's interests is an area where relationships and joining forces with statewide groups and entities with similar interests will be paramount to success. As the City has a minority party state delegation, it will be important to have both the buy-in of your elected representatives and legislative leaders on key policy committees and administrative officials, when appropriate, in order to communicate the innovative solutions that the City's utilities are engaged in and to advance your policy priorities.

Furthermore, the state often oversaturates compliance and reporting requirements by creating new mechanisms and programs that impose an additional burden on local agencies to provide data or that complicate existing regulatory processes, rather than streamlining them. It will be important for the state

advocacy team to work with the Department to monitor proposals that alter existing regulations and to work to streamline them where appropriate. Examples of such regulations include the Sustainable Groundwater Management Act (SGMA), which requires local agencies to develop plans to manage groundwater resources sustainably; the Clean Water Act (CWA), which regulates the discharge of pollutants into surface waters; the Safe Drinking Water Act (SDWA), which regulates the quality of drinking water; and the Resource Conservation and Recovery Act (RCRA), which regulates the disposal of solid waste.

With the City's circular economy, green infrastructure projects, stream restoration projects, and its commitment to using renewable energy to power its operations and reduce its reliance on fossil fuels, the Department has many programs and priorities that dovetail with state priorities. It will be important for the chosen state advocacy team to relentlessly message those solutions to decision-makers, so that statewide solutions build in the flexibility required for your local investments and programs to remain in compliance with statutes and regulations.

Unique Approaches and Strengths

We believe our client service model is unique, particularly when compared with the way most contract governmental affairs firms conduct business. The RPPG brand is founded on delivering superior work product quality and a “white glove” service experience. Our goal is to make you feel like our only client, every time. We are enthusiastic, passionate local government advocates who deliver tenacious representation and consistent, tailored, and timely communication. You will always know how your advocates are using your voice and the state of play in the Capitol.

Each principal has a proven record of assimilating and integrating new technical information at top speed into our lexicon, knowledge base, and strategic approach to achieve successful outcomes. This is a strength of premium importance in an environment of state leaders' rapidly shifting policy priorities. Working on behalf of local government associations and within the Capitol required each of us to swiftly learn how to become authoritative voices on complex, technical issues and taught us how to expediently conduct research, lean on technical experts, and utilize our professional relationships to get the job done. As a result, we have the knowledge and understanding of legislative and regulatory issues that the Department's state advocacy team would be required to engage upon, wide-ranging networks within the Capitol and Administration, and the ability to quickly learn new issues.

RPPG is a team of seasoned advocates who are experts in state legislative and regulatory processes with a demonstrated history of producing results for similar public agencies. The Department comprises high-level professional and technical experts in their fields, and RPPG would not presume to outmatch your working knowledge of the complexities of your own issues, because you best know your needs. RPPG will collaborate with your staff on the Department's priorities and specific needs and pair that with our expertise in state government policies and procedures to ensure that your voice is represented in the state Capitol — and that the results accomplish your goals for real-world application. RPPG's team of professionals is nimble, mobile, and tactical and will strategically guide you through the policy process.

We believe our mobility on the issues relevant to the Department gives us a competitive advantage and would be an asset to the City. We have very minimal potential exposure to conflicts of interest or competing priorities for the Department with our current client base, and our ability to become specialists on the nuances of the City's Environmental Utilities Department policy priorities equals or exceeds that of other firms whose client portfolios are saturated with public utilities or the agencies that represent them.

TAB E: PROGRAM PLAN

The RPPG Strategic Approach

The art of advancing critical needs on one front while defending local decision-making on another requires an exceptional in-depth understanding of the client's needs, accompanied by strong personal relationships with key decision-makers. While legislative and regulatory advocacy has many facets, our overarching advocacy strategy and approach is grounded in these principles:

Proactive Engagement

Creative Solutions

The Ability to Pivot Throughout the Political Process

A Tenacious Work Ethic and Passion for Local Government

Effective Communication

Proactive Engagement: Building upon a solid foundation of your goals and key messaging, RPPG will continually engage early and often with key decision-makers and like-minded stakeholders throughout the legislative process, during the interim recesses, and between legislative sessions. This includes consistent communication with your legislative delegation on items of concern and opportunity, as well as proactive engagement with relevant committee chairs, key legislative leaders, consultants, Administration officials, and outside advocacy organizations to identify opportunities for a blended advocacy strategy that both enhances and protects your interests.

Creative Solutions: The success of advancing legislative or fiscal proposals, negotiating amendments, and mounting a coordinated public affairs campaign when necessary is often determined by the approach taken to achieve results. While there are some general principles that every advocacy firm should implement for their clients, we shy away from one-size-fits-all solutions and instead assess the full landscape for your specific circumstances and needs. This enables us to provide the proper guidance, messaging, and on-the-ground maneuvering that pushes beyond the cookie-cutter solutions frequently provided in California politics.

The Ability to Pivot Throughout the Political Process: We have curated a team of strategic operatives, each of whom has a depth of experience in various policy arenas, from former high-ranking Capitol staff and committee consultants to former elected officials and legislative advocates for the League of California Cities and California Special Districts Association. Our broad professional network is collectively leveraged to accomplish our clients' objectives. Due to our rich and diverse political and professional backgrounds, we have worked on virtually every single issue affecting local jurisdictions at some point in time. We are nimble professionals with the ability to get up to speed quickly on client-specific policy issues and to engage effectively with stakeholders and lawmakers despite frequent extremely short lead times. When one door closes, we are able to find another to open so that we can continue to advance your priorities. We lean into our signature work ethic, determination, agility, and solid policy background to stay one step ahead of the opposition, ensuring that your needs and concerns are heard, seen, and successfully advanced within the legislative process.

A Tenacious Work Ethic and Passion for Local Government: Our motto is, "We do the work, and we take nothing for granted." That may sound overly simplistic, but in our experience, many firms simply rely on relationships, provide "copy and paste" deliverables, or push work products to less experienced staff to advance their clients' interests. While relationships are critical, and we rely upon and leverage them on our clients' behalf, advocacy is a field that rewards persistence, experience, and hard work. We pride ourselves on our energy and work ethic. Each principal at RPPG is doing the work as specified in the client contract; we go above and beyond to deliver a customized product based on your individual needs. Our principal staff are local government experts – each comes from local government or has extensive experience successfully engaging in the myriad policies that impact public agencies. We work to intimately understand the challenges facing the City and Department staff and deeply value the critical role you play in your community. This enables us to help develop your distinctive voice, share your story, and advance your goals more efficiently.

Effective Communication: At RPPG, we understand you do not merely want to have a voice in Sacramento, but also require that voice to communicate in a manner authentic to your agency and to accurately reflect your priorities and values. We work tremendously hard for our clients because each client who partners with RPPG has placed their trust in us — not just to represent their interests in the state Capitol, but also to be a trusted messenger of their brand and story. In addition, we provide you with the tools to communicate directly with your Council, community members, and other regional partners and stakeholders about what the City is *doing* with that voice in Sacramento. We achieve this through frequent client contact and consistent accountability, including monthly detailed reports of our activities on your behalf, monthly legislative memos and priority bill lists, and memos detailing significant benchmarks throughout the year, such as Budget Act updates and legislative deadlines, so that your staff, City leaders, and community members understand the value of investing in a robust advocacy program.

Methodologies

We propose to meet the Department objectives detailed in the RFP in the following ways.

- **State Legislative Engagement, Tracking, and Advocacy.** RPPG will track, review, and analyze any introduced and amended legislation and advocate on legislation and any State Budget issues impacting the Department. We will assist in evaluating proposed legislation and identifying priorities based upon the potential impact on the Department, and we will consult on and develop strategic documents that include draft policy and regulatory positions, budgetary letters, a priority legislative tracking matrix customized according to your specifications, budget analysis, and background papers to ensure that

you are kept informed of the latest developments and that your voice is heard by policymakers and stakeholders. In addition, RPPG will assist in the development, drafting, and sponsorship of state legislation and amendments needed to advance your goals and priorities.

- **Participate and Advise in Annual Legislative Strategic Planning.** RPPG understands the important role that establishing a proactive strategy plays in your overall success. Through a series of “deep dive” meetings, RPPG will work with Department staff and leadership to discuss and identify whom to include internally in discussions to determine goals, objectives, opportunities, and challenges related to the City’s priorities. We will use this information to develop an annual and multi-year legislative strategic plan that reflects your unique organizational needs.
- **Explore Potential Funding Opportunities.** RPPG closely monitors the State Budget process and bond proposals that move through the state Legislature, including the multiple climate bond proposals currently moving through the legislative process. We will work with Department staff to identify buckets of funding of interest in initiative packages, in addition to finding and advocating for General Fund and grant opportunities, as directed.
- **Representation.** RPPG will represent the Department at policy-related meetings, conferences, events, regulatory proceedings, legislative hearings, and other appropriate venues to deliver comments and testimony and provide you with a consistent presence in the state Capitol.
- **Frequent, Reliable Communication.** At RPPG, we strive to ensure that our clients are fully informed. Our team will provide regular written and verbal communications and updates to keep the Department up to date on our advocacy efforts, individual tasks, and timeline for meeting milestones. Regular communication between the Department and RPPG team will also ensure that we are responsive to the direction of your Council, Directors, and staff throughout the entire State Budget and legislative processes. This will include monthly written policy status and activity reports, along with more in-depth reports and recaps during each major milestone throughout the legislative year (e.g., every budget milestone, bill introduction deadline, house of origin deadline, summer recess, and end of session). In addition, we will supplement these reports with a monthly check-in via Zoom with Department staff during the legislative session and with an updated legislative matrix. During these meetings, we will review legislation and brief you on the latest issues and developments.
- **Relationship Building.** By 2024, the entire Legislature will have fully turned over since 2012. This provides an opportunity for the Department to establish new relationships both inside and outside its legislative delegation. RPPG will build on your presence in Sacramento to assist in further developing robust relationships with legislative leaders and the Administration, as well as key state agencies and staff. RPPG will continue to foster its relationships within your state legislative delegation, the Governor’s Office, California Natural Resources Agency, California Air Resources Board, CalRecycle, State Water Resources Control Board, Department of Water Resources, and other departments and agencies with funding programs, regulations, or initiatives that may intersect with your identified needs and priorities. Our firm will make meeting recommendations, schedule arrangements, and strategize in advance on messaging. This approach ensures that we have laid the groundwork for the Department’s bill proposals year over year. As a part of our onboarding process, we propose

scheduling one-on-one meetings with designated staff and Council to inventory their individual political relationships with state legislative and Administration officials. Having a clear understanding of the strengths of current relationships allows your advocacy team to better develop bill- and budget-specific strategies. This is vital to success at the critical moment when a vote on a controversial bill takes place.

- **Educational Tour.** Guided by your legislative priorities, RPPG is prepared to conduct an educational tour in the Capitol to drive awareness on the issues of greatest importance to the Department. This will ensure that the appropriate communication channels with legislative staff and legislators remain open throughout the 2024-2025 legislative session and beyond.
- **Targeted Engagement with Statewide Local Government Association and Local Agency Partners.** RPPG has strong contacts and proven working relationships with the League of California Cities, California Contract Cities Association, California Special Districts Association, California Municipal Utilities Association, Association of California Water Agencies, California Association of Sanitation Agencies, WaterReUse Association, Regional Water Authority, Solid Waste Association of North America – California Chapters, California Product Stewardship Council, California State Association of Counties, Rural Counties Representatives of California, Urban Counties of California, and other statewide advocacy organizations whose interests overlap those of the Department. These relationships will ensure that we can effectively communicate your policy positions to RPPG’s partners in these associations and agencies — and, when appropriate, incorporate a blended strategy — to achieve success on all matters of import to the Department.
- **Other Stakeholder Engagement.** RPPG will secure the support of potential stakeholders, including identifying, prioritizing, leading outreach efforts to relevant stakeholders, and building and working with related coalitions to advance your budget and legislative priorities. We will utilize our close working relationships to help meet your legislative goals and advance your interests.
- **FPPC.** RPPG will file all required forms on behalf of the City, including but not limited to forms 602 (annual Lobbying Firm Activity Authorization) and 635 (Report of Lobbyist Employer).

Staff Assigned to the Proposed Project

The RPPG staff proposed to act as the City of Roseville Environmental Utilities Department’s state advocacy team and to conduct all activities as specified in the RPF and this proposal are outlined in [Tab A: Firm’s Qualifications](#) and detailed in [Tab C: Qualifications of Team](#).

TAB F: COST PROPOSAL

RPPG proposes a flat monthly retainer fee for all services outlined rather than monthly compensation on a time-and-expense basis, which is the standard method of compensation for services rendered for state advocacy services. This proposed pricing includes *all work* performed by RPPG primary staff, advisors, and operational/administrative support as detailed in this proposal and is inclusive of all costs associated with the quarterly filings required by the Fair Political Practices Commission. Staff time that each designated member of the project team will devote to this contract is as specified in Figure 1, Team Organizational Chart, under [Tab C: Qualifications of Team](#).

Services Provided	Monthly Fee	Annual Not To Exceed
State Advocacy Services*	\$10,00.00 per month	\$120,000 annually

**This does not include travel-related expenses outside the Sacramento Metropolitan Region and is not inclusive of comprehensive grant services, which are available for additional fee to be agreed upon as determined.*



COUNCIL COMMUNICATION

CC #: 2983

File #: 0103-34-02

Title: 2023 Citizens' Benefit Fund Policy Manual Updates
Contact: Tobi Thomas 916-746-1368 tthomas@roseville.ca.us

Meeting Date: 10/18/2023

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving recommended revisions to the Citizens' Benefit Fund Policy Manual, clarifying language in two sections - bid requirements and site visits, as proposed by the Grants Advisory Commission (GAC).

BACKGROUND

Each year, the Grants Advisory Commission (GAC) reviews the past year's grant funding cycle documents and updates them, as needed, for the upcoming funding cycle. During the last cycle, the Commission discussed several policies to clarify for the upcoming 2024/2025 funding cycle. At the September 12, 2023 GAC meeting, the Commission met to discuss the proposed revisions to the cycle documents and recommended the review and approval of updates to the Citizens' Benefit Fund Policy Manual.

Specifically, the GAC revised two policies. The bid requirements for capital expenditures section better defines capital items and updates the minimum and maximum bid requirements. The site visit section clarifies when and where the GAC Commissioners are allowed to visit prospective non-profit applicants. Please refer to Attachment 1 for a copy of the 2023 Grants Advisory Commission Policy Manual.

FISCAL IMPACT

Adoption of the 2023 GAC Policy Manual revisions has no fiscal impact on the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines

§15060(c)(3) and §15378. The revision of program documents does not constitute a project and therefore, has no potential for a significant environmental effect, and is not subject to CEQA.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Tobi Thomas, Management Analyst

Dion Louthan, Assistant City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-403

Redline CBF Policy Manual Updates

RESOLUTION NO. 23-403

APPROVING REVISIONS TO THE CITIZENS' BENEFIT FUND POLICY MANUAL

WHEREAS, the Grants Advisory Commission reviews policies and procedures annually in an effort to improve efficiencies and streamline processes; and

WHEREAS, this year, staff recommends the following policy revisions to the Citizens' Benefit Fund Policy Manual for the upcoming 2024/2025 funding cycle:

Bid Requirements for Capital Expenditures

- Defines capital items and updates the minimum and maximum bid requirements.

Site Visits

- Clarifies when and where the Grants Advisory Commissioners are allowed to visit prospective non-profit applicants.

WHEREAS, City Council has reviewed staff recommendations; and

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

**City of Roseville
Citizens' Benefit Fund
Policy Manual**



**adopted by the
Roseville Grants Advisory Commission**

September 12, 2000

amended

November 12, 2002

December 3, 2003

November 9, 2004

November 8, 2005

November 18, 2008

December 19, 2012

October 8, 2013

February 17, 2016

June 21, 2017

November 18, 2020

[October 18, 2023](#)

Policy Manual

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I: 2013 Historical Assessment of the Roseville Grant Program	
J: Implementation Strategies for 2019/20 Kone' Consulting's Community Needs Assessment (CNA)	

**City of Roseville
Citizens' Benefit Fund
Policy Manual**

Purpose

The purpose of the Citizens' Benefit Fund Policy Manual is to:

- ◆ Document the policy decisions of the Grants Advisory Commission and Roseville City Council regarding the Citizens' Benefit Fund by year and by topic;
- ◆ Serve as a reference for new Grants Advisory Commissioners and Roseville City Councilmembers as to program implementation; and
- ◆ Answer questions from the public regarding the grants process, including questions from potential grant applicants, and current grant recipients.

Chronology of Citizens' Benefit Fund

Jun 1, 1994	Grants Advisory Commission established by Ordinance 2774. Hospital Proceeds Fund Established by Ordinance number 2788. Chapter 4.06 is added to the Roseville Municipal Code to establish the Hospital Proceeds Fund.
Jul 12, 1994	City Council approves criteria and first grant application.
Jan 25, 1995	Joint City Council/Grants Advisory Commission Workshop to discuss Grant application process, including estimated timeframe for processing grant applications and restricting grant funds to benefit Roseville residents only for specific project, rather than general funding; no funding for administrative costs, audit procedures following Grant awards; procedures to notice Commission meetings and interviews with applicants.
Sep 10, 1997	Joint City Council/Grants Advisory Commission Workshop to discuss grant consideration process, appeal opportunities, award process, stewardship of funds, application form changes, multiple year funding, auditing, collaboration of organizations, grant requests for capital projects, city projects or from agencies outside the city.
Dec 16, 1998	City Council approves formal process to consider modifications to approved grants and adoption of marketing program for the Citizens' Benefit Fund.
Aug 18, 1999	Ordinance 3388 adopted by the Roseville City Council amending Chapter 4.06 of the Roseville Municipal Code. Amendments include: 1. Name change from Hospital Proceeds Fund to Citizens' Benefit Fund to reflect opportunity for donations to the fund from the community rather than limited principal amount from sale of municipal hospital. 2. Amendment to Section 4.04.040, Expenditures of Money, to indicate unappropriated amounts may be carried forward to subsequent fiscal years, or at the discretion of the City, may be added to the principal.
Jul 10, 1999	Joint City Council/Grants Advisory Commission Workshop to discuss policies related to requirement for matching funds, grant funding for leased vs. owned property, perpetual funding, monitoring/annual reports, and Ad Hoc Committee.
Nov 3, 1999	City Council adopts policies related to issues from joint Commission/Council workshop.
Dec 3, 2003	City Council approves Grants Advisory Commission recommendations for funding criteria and process improvements following three workshops by the Commission and the first REACH/Enron funding cycle.

Dec 15, 2004	City Council approved Grants Advisory Commission recommendations for revisions as a result of AB 2690 – repealing the requirement that volunteers be paid prevailing wages and eliminating the mandatory workshop.
December 19, 2012	The City Council approved a financial report on the Citizens' Benefit Fund (CBF) and a work plan for a comprehensive grants policy review.
May 29, 2014	GIM to the City Council regarding completion of phase 1 in the Comprehensive Grants Review Process – Historical Assessment Report of the Roseville Grants program.
April 20, 2015	Joint City Council/Grants Advisory Commission Workshop to discuss policies relating to administration of the Fund and Fund investment and program options.
December 16, 2015	City Council considered and reaffirmed: 1. Retention of the Citizens' Benefit Fund (CBF) with the City to be invested and administered by the City. 2. Retention of the Grants Program and Commission with administration by the City. 3. Revision of the Citizens' Benefit Fund (CBF) Policy Manual and Guidelines, as follows: a) Accept investment strategy revisions expanding strategy consistent with Government Codes. b) Reaffirm smoothing strategy to hold back proceeds in excess of \$500K and establish new policy for annually utilizing proceeds in excess of \$500K for smoothing or special projects or community benefits. c) Reaffirm the nine (9) funding program categories. d) Retain limits on school districts and schools, as approved by the Grants Commission. e) Continue policy that the City Manager, or his designee, approve grants submitted for City requests. f) Confirm no giving priorities with each funding request to be evaluated on its own merits. g) Establish a policy for an annual needs assessment for Council to consider and establish priorities for the coming funding cycle.
June 17, 2017	City Council approved revisions to Grants Policy Documents to streamline program procedures relating to administration of Grants program. Additionally, Grants have been focused and aligned to solely private schools and non-profits entities.

November 18, 2020. City Council approved new [Implementation Strategies](#) provided by the Grants Advisory Commission based on findings from the [Community Needs Assessment](#) by Kone Consulting. Changes include:

- 1.) Service Categories
- 2.) Funding priorities
- 3.) Collaboration
- 4.) Promoting Outcomes
- 5.) Measuring Success
- 6.) Scoring Methodologies

[October 18, 2023](#) [City Council to approve revisions to clarify policies relating to bid requirements and site visits by the Grants Commissioners.](#)

Adopted Policies of the Grants Advisory Commission and Roseville City Council 1994-2023

Criteria for Grant Applicants

Original Criteria and Application Submittal Requirements (6/94, 2/16)
Americans with Disabilities Act Compliance (1/99)
Bids Required for Capital ~~Items~~ Expenditures to be Included (1/96, 10/99) [suggested edits 2023](#)
Funding for Religious or Sectarian Activities Prohibited (1/99)
Grant recipients located in Roseville (9/97)
Ownership or Long-term Lease of Property Improved by Grant Funds (11/99)
Compliance with State of California Prevailing Wage Law – SB 975 (11/02) & AB 2690 (12/04)
Tax Status (12/03)

Process-Related Policies

Annual Review (10/13, 6/17)
Recipient Reporting (11/99)
Appeal of Grant Advisory Commission Decision (9/97, 6/17)

Funds Expended within One Year (8/97)
Line Item Review (11/99)
Applicant Workshop (9/97)
Process to Amend or Extend Timeframe of Approved Grants (12/98)
Site Visits (12/03) [suggested edits 2023](#)
Application Review and Process (12/03, 2/16, 6/17)

Funding Policies

Categories and Target Maximum Amount (9/97, 12/03, 2/16, 6/17, 11/20)
Priority Areas (11/20)
Matching Funds Not Required (11/99)
Multiple Applications from One Agency (12/03, 6/17)
Multiple Year Grants (9/97, 12/03)
Perpetual Funding (11/99)
Fund Investing and Funding Source (11/05, 2/16)
Funding for Schools (11/08, 6/17)

Criteria for Grant Applicants

Original Criteria and Application Submittal Requirements

Adopted July 1994
Revised February 2016

The original criteria and application form were established by the Grant Evaluation Criteria Subcommittee in 1994. The subcommittee conducted public meetings on May 24, June 14, and June 27 to discuss and revise the guidelines and presented their draft, adopted by the Commission on June 27th to the City Council on July 6, 1994.

The criteria included a points/rating system that was not adopted by the Commission. A majority of the questions in the current application were as originally drafted. New policies that have amended the application over time are discussed in this manual.

In January 2014, the Grants Advisory Commission approved, and made a requirement that all, Grant Applications be submitted via an online web-based program.

Americans with Disabilities Act Compliance

Adopted January 1999

The Commission added a question to the application form requesting specific information regarding compliance with the Americans with Disabilities Act. The City is not allowed to fund programs or services by agencies that do not comply with ADA. Applicants are also required to comply with state disability laws, which in many cases are more stringent than the federal ADA law.

Bids Required for Capital ~~Items~~ Expenditures

Adopted January 1996
Revised October 1999
Revised February 2016
Suggested edit 2023

In January 1996, the Commission adopted a requirement for applicants to submit bids for "capital expenditures." Capital expenditures for individual items and projects less than \$500 do not require documented bids. Capital ~~projects~~ expenditures for individual items and projects costing \$~~2,43,999~~ and under must have at least three (3) documented telephone or written bids documented/included with the submitted application. Capital ~~items-expenditures for individual items and projects~~ costing \$~~2,54,000~~ and above must have three (3) written bids included with the submitted application. Bids do not have to be awarded to the lowest bidder; bids should be awarded to the most responsible bidder.

If, in the rare case, the capital expenditure item or project is not conducive to bidding, an explanation in lieu of bid information should be attached to the application, e.g.,

~~This language was modified in October 1999 by the Commission and approved by the City Council based on input from grant applicants.~~ In some instances, three bids are not available for specialized equipment that may be manufactured by only one or two companies. ~~Also~~ Additionally, in ~~most~~ some cases, ~~telephone, online and written~~ bids are only valid for 30 to 60 days or less; while the grant application process runs ~~from approximately December through May~~ February to June (120 days) for final approval, which may ~~extends~~ beyond the expiration

date for the bids. The bids are still to be included in the ~~packet~~[application](#), but with notations if less than three [\(3\)](#) bids are included.

Bid Requirements [Summary](#): Individual items [and projects](#) costing ~~\$2500~~ - ~~\$2,43,999~~ require [three \(3\)](#) documented telephone, online or written cost estimates. Individual items [and projects](#) ~~\$2,54,000~~ or greater require [three \(3\)](#) written cost estimates. Individual items [or projects](#) less than ~~\$2500~~ do not require an estimate.

[Capital expenditure – An expenditure that results in the acquisition of fixed assets or additions to fixed assets that have benefits for more than one \(1\) year. Examples include: the acquisition of land; existing buildings; land improvements; construction of buildings; additions and remodeling of buildings; initial, additional, and replacement of equipment, furniture and fixtures, machinery, vehicles, and media materials.](#)

Funding for Religious or Sectarian Activities Prohibited

Adopted January 1999

In January 1999, the Commission added a question to the application form asking if funding would be used to support any religious or sectarian activities. The City is allowed to fund religious organizations, but the activity, project or program cannot include the promotion a particular religious belief. The City is prohibited from funding religious activities based on laws governing the separation of church and state.

Grant Recipients Located in Roseville

Adopted September 1997

The Commission and Council specified that grant recipients are to be located in Roseville rather than previous wording stating that grant recipients are to be “local.” In practice, this has been interpreted by the Commission to mean that grant recipients that provide service in Roseville, but may have headquarters or offices in other locations, are eligible for funding.

Ownership or Long-Term Lease for Properties Improved by Grant Funds

Adopted November 1999
Revised February 2016

Concerns were raised during the 1999-2000 grant funding cycle regarding the investment in properties by grant applicants who do not own the property. The public funds are therefore making the property of a private citizen more valuable. Grant applicants are required to submit ownership documents and/or copies of lease agreements that reveal how long the property will be leased by the applicant. With long-term leases, the value of any capital improvements will depreciate over time and benefit the grant recipients directly. The Commission recommended and the Council adopted a policy to review the applicants with long-term leases on a case-by-case basis. Staff is to look at the amount of grant funding requested and the use of the funds in particular.

Compliance with California Prevailing Wage Law – SB 975

Adopted November 2002
Revised December 2004
Revised February 2016

The California Labor Code as amended by SB 975 in 2000 affects applicants to the Citizens' Benefit Fund in two ways: the requirement to pay prevailing wages for public or private works of improvement that receive public funds and the use of volunteer labor.

By Interoffice Memorandum from the City Attorney's Office to the City Manager's Office dated September 20, 2002, the attorney clearly states applicants must comply with the SB 975. The memo details the policy for the State Prevailing Wage Laws and the Applicability to Volunteer Labor. The memorandum is attached as Appendix G to the Policy Manual.

By Interoffice Memorandum from the City Attorney's office to the City Manager's office dated August 31, 2004, the requirement that prevailing wages be paid to volunteers on public works projects was repealed by urgency legislation signed by the Governor.

Under the new law, AB 2690, the requirement to pay prevailing wages does not apply to volunteers, volunteer coordinators, or members of the California Conservation Corps or Community Conservation Corps. Although a volunteer cannot be paid, the volunteer may receive reasonable meals, lodging, transportation, and incidental expenses or nominal non-monetary awards without losing volunteer status if those benefits and payments are not a substitute form of compensation for work performed. The Memorandum is attached as Appendix H to the Policy Manual.

State Prevailing Wage Laws. Any grant applicant receiving \$1,000 or greater in public monies, in this case, Citizens' Benefit Fund, must pay prevailing wages to all workers employed on public works. Public works actually includes any public or private work of improvement, and is defined as "construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds." (Labor Code Section 1720 (a)(1)).

Exceptions to the law include public utility improvements, carpet installation, transportation projects, and certain residential and low-income housing projects. (Labor Code Section 1720(a)).

An applicant or their advisor may request the Director of Industrial Relations to provide an opinion as to the applicability of SB 975 to their project. Previous opinions and current prevailing wages can be found at the state agency's web-site: www.dir.ca.gov.

Tax Status

Adopted December 2003
June 2017

The Grants Advisory Commission is recommending that only agencies with the following tax status be eligible for funding.

- 501(C) 3
- 501(C) 4
- Private schools

Applications from agencies that are not within one of these categories will be ineligible. For example, 501 (C) (6) are not eligible because 1) by definition they exist primarily to serve their members rather than the community at large and 2) they can lobby and take political positions on issues, thus creating potential for conflict of interest.

Process-Related Policies

Annual Review

Adopted October 2013
Revised February 2016
Revised June 2017

The Grants Staff Liaison will annually review the Grant Application and Guidelines, and make revisions to improve efficiencies. The Grant Application and Guidelines shall reflect, but is not limited to: 1) current funds available; and 2) Council priorities, if identified.

Recipient Reporting

Adopted November 1999
Revised November 2005, 2008
Revised February 2016

Beginning with the 2009-10 funding cycle, applicants who fail to submit a Final Report for a grant received from the preceding funding year are not eligible to apply during the subsequent funding year, or any future funding cycle until at least one year after the Final Report has been submitted.

Beginning with the 2006-2007 funding cycle, each recipient is required to submit a report describing the expenditures and accomplishments achieved with the grant funds. The report is due within 30 days of the end of the grant period. In addition, the Commission at its discretion may also require a grant recipient to submit a "mid-year" report due six months from the grantee's initial receipt of funds.

Appeal of Grant Advisory Commission Decision

Adopted September 1997
Revised June 2017

There is no appeal of Grant eligibility made by the Grants Staff Liaison or allocation recommendation made by the Commission. Final allocation decisions are made by the City Council.

Funds Expended within One Year

Adopted August 1997

Based upon several requests from agencies that funds be carried over to another fiscal year, or be used for additional purposes, the Commission voted to revise all forms stating that funds must be expended during the fiscal year for which the grant was included in the City budget. The Citizens' Benefit Fund contract was also amended to state that all funds must be spent within one year.

Line Item Review

Adopted November 1999

The City Council reaffirmed a standing practice that individual grant applications may be reviewed by the City Council following the recommendations being forwarded by the Grants Advisory Commission. The City Council reviews the recommendations as part of the annual

budget adoption in June of each year. Councilmembers may “pull” individual grant applications for discussion, questions, and separate action.

Applicant Workshop

Adopted September 1997
Revised November 2004
Revised February 2016

The Grants Advisory Commission strongly encourages that a representative from each applying agency attend the applicant workshop, held on the 2nd Tuesday of January.

Process to Amend or Extend Timeframe of Approved Grants

Adopted December 1998

In September 1998, the Commission determined that a formal process should be established to clearly define the requirements in the event a change to an approved grant was requested by a grant recipient. Through the work of Policy Subcommittee members, Sylvia Besana, Carol Garcia, and Susan Rohan, guidelines and a standard form were drafted for use by future applicants. Appendix F includes the Guidelines and Form approved by the City Council on December 16, 1998. As stated in the Guidelines, the City does not encourage amendments to approved grants. Circumstances may warrant flexibility by the Grants Commission and the City Council; however, only if the criteria established by the Policy Subcommittee are met and the amendment process is followed.

Site Visits

Adopted December 2003
Revised February 2016
[Suggested Edit 2023](#)

The Commission reached consensus to NOT conduct site visits during the application period—[beginning when applications become available to applicants until City Council takes action on funding recommendations \(approximately, December ~~\(January through May\)~~ June](#) and to limit visits to other times during the year.

If individual Grants Commissioners visit applicants during the process of reviewing grants, they may receive information in addition to that contained in the written application that is not received by the other Commissioners [\(in addition to general Brown Act considerations\)](#). The City’s criteria specifically states the grant will be awarded based upon the written materials provided to the Commission for its consideration.

[For clarity, “site visits” includes visiting the physical location\(s\) or site\(s\) of an applicant or anticipated applicant \(collectively, “applicant”\) of grant funding, as well as attending, participating, or visiting, a location where an applicant\(s\) is hosting, co-hosting, sponsoring, or otherwise engaged in carrying out an event, program, open house, or activity.](#)

Application Review and Process

Adopted December 2003
Modified October 2013
Revised February 2016
Revised June 2017

The Grants Commission Staff Liaison shall review and either approve or disqualify each grant application. Staff will make their decisions based upon the materials submitted by the agency and/or organization. Grant applications submitted without required and/or complete documents will be disqualified. Grant applicants do not have the right to appeal disqualifications.

The Grants Advisory Commission will meet in the Council Chambers on the second Tuesday of April to review and recommend final funding for each grant application.

Funding Policies

City Projects

Adopted September 1997
Reaffirmed October 1999
Revised February 2016

Due to the limited amount of funding in the community and the high level of local need for qualifying projects, City projects and programs will no longer qualify for funding.

Categories and Target Maximum Amount

Adopted September 1997
Revised December 2003
Revised February 2016
Revised June 2017
Revised November 2020

In keeping with the original intent of the sale of the Roseville hospital to “Improve the Quality of Life for the Citizens of Roseville”, Service Categories have been aligned with Social Determinants of Health as interpreted in the Kone Consulting community workshops with the goal of making Roseville a healthier community. The City Council approved updated funding Service Categories as follows:

- Neighborhood and Physical Environment – Improved access to safe and affordable housing for all
- Food – Increased access to healthier food options for lower income communities
- Health and Wellness – Improved physical, mental, and behavioral health and wellness
- Community and Social Context – Improved access to arts and cultural resources for all and a kinder, more inclusive and connected community
- Education – More vocational training and educational opportunities for all ages

For a more detailed definition of previously approved CBF Categories, please refer to the 2013 Historical Assessment of the Roseville Grant Program (Appendix I). At its discretion, the Grants Advisory Commission, with action by the City Council, may wish to prioritize the above-stated categories for CBF funding for a given application year.

Funding Priorities

Adopted November 2020

The target goal is to divide the grants awards among the three areas described below. The Commission will work to fund grant requests to the extent it is reasonable based on funds available, the applications received and the consensus on merit of the proposals in a given year.

The City Council approved the addition of the following funding priorities:

1. Strategic, one-time grants for innovative projects or programs, capital improvements or new initiatives. Examples of these “special” grants may be:
 - • **New Initiatives** – Applicant identifies a need, service, or opportunity in the community that could offer an enhanced and improved quality of life or experience in Roseville.
 - • **Innovative Ideas** – Based on models from other areas or agencies and attempting to take a new approach in providing opportunity to enhance or improve quality of life or experience in Roseville.
 - • **One-time requests** – If applicants need special consideration on a single request basis.
2. Operational/Mission support grants for programs or projects that demonstrate effectiveness addressing a community need. Grant recipient can reapply in future years for this priority area.
3. Smaller requests of up to \$10,000 which can go towards either new programs/projects or support existing operations which have demonstrated effectiveness at meeting community needs.

Matching Funds Not Required

Adopted November 1999

The City Council approved the Grants Advisory Commission recommendation that matching funds not be required of grant applicants. Mandating that matching funds be required would limit the application numbers and the flexibility of the Commission and Council to award grants to worthy applicants. Matching funds will be a component of the evaluation by Commissioners and Council in determining which applicants have demonstrated their commitment to a project, but will not be mandatory.

Multiple Applications from One Agency

Affirmed December 2003

Revised November 2004

Revised June 2017

The Commission agreed that the practice of allowing multiple grant applications from a single agency should not be continued. The City Council has directed the Commission to issue fewer larger grants.

Multiple Year Grants

Adopted September 1997

Reaffirmed November 2020

The Grants Advisory Commission and City Council discussed, but voted against allowing grant applicants to apply for funding beyond one fiscal year. Funding is only available for the fiscal year in which the grant is approved.

The Commission and Council affirmed this policy after discussion in 2020.

Perpetual Funding

Adopted November 1999
Reaffirmed December 2003

The City Council approved the Grants Advisory Commission recommendation that no limit be set on the number of years a grant applicant may receive funding. Grant applicants will be judged on their individual merit each year.

The Commission and Council affirmed this policy after discussion in 2003. There are several agencies that receive repetitive funding from the Citizens' Benefit Fund. In fact, five organizations have received funding in all of the past ten funding cycles, and six organizations have received funding in eight of the last ten funding cycles. The Commission agreed that because the agencies provide worthy services to the community and Commissioners do an independent evaluation each year, there should not be a limit on repetitive funding.

Fund Investing & Funding Source

Adopted November 2005
Revised February 2016

Grant Funds shall be invested in accordance with the Government Code §53601, as determined by the City's Chief Financial Officer or his designee.

Grant Fund proceeds in excess of \$500,000 shall be retained for smoothing during lean years and/or special project or community benefits, as approved by the City Council.

The Grants Advisory Commission may award grants from multiple funding sources. In the event that an applicant meets funding criteria for more than one funding source, the Commission has the discretion to make awards from any or all funds for which any individual applicant is eligible.

Grant Requests from Schools

Adopted November 2008
Revised June 2017

Private School and non-profit Parent-Teacher Clubs, Booster Clubs and non-profit school-based programs are eligible to apply and are limited to one grant request per site.

Appendices (to be replaced/updated annually by City staff as needed)

Related Ordinances - Appendix A

Funding Guidelines for Current Year - Appendix B

Grant Application for Current Year - Appendix C

Request for Funds & Report of Expenditures - Appendix D

Grant Agreement - Appendix E

Request for Amendment to CBF Grant - Appendix F

Memorandum re: SB975 and Citizens' Benefit Fund - Appendix G

Memorandum re: AB 2690 and Citizens' Benefit Fund - Appendix H

2013 Historical Assessment of the Roseville Grant Program – Appendix I

Implementation Strategy 2019/20 Kone' Consulting's CNA - Appendix J



COUNCIL COMMUNICATION

CC #: 2995

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

Title: Sierra View Country Club - Final Map and Subdivision Agreement

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

Meeting Date: 10/18/2023

Item #: 7.12.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept, on behalf of the public, the public easements offered thereon; and approve the abandonment of the easements listed thereon.

2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Department, Engineering Division, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 75 residential lots, 1 private road lot and 11 private common area lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Council approval of the Sierra View Country Club Final Map project is an action that is subject to CEQA. Project level CEQA compliance for the Sierra View Country Club Final Map project was accomplished with preparation of the Sierra View Country Club & Sierra Vista Specific Plan Redesignation and Rezoning Project Mitigated Negative Declaration/Initial Study (IS/MND) (Adopted: January 19, 2022). Because the Sierra View Country Club Final Map project is consistent with the project evaluated in the IS/MND, no new effects would be expected to occur and all applicable mitigation measures from IS/MND will be implemented. As such, no additional CEQA action is required at this time.

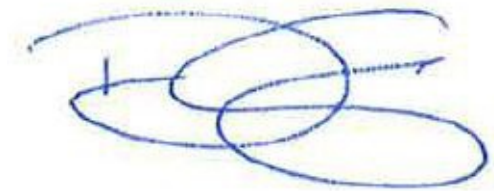
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

David Samuelson, Associate Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

final map

Vicinity Map

Resolution 23-414

subdivision agreement

OWNER'S STATEMENT

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

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

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS E AND L AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO LOT L AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE AREAS AS SHOWN HEREON AND DESIGNATED "D.E." (DRAINAGE EASEMENT).
- (C) EMERGENCY ACCESS EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES ON, OVER AND ACROSS LOT L (PRIVATE ROAD) FOR USE BY PUBLIC, CITY, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTERS, AS SHOWN HEREON AND DESIGNATED "E.A.E." (EMERGENCY ACCESS EASEMENT).

END OF PUBLIC DEDICATIONS

THE UNDERSIGNED HEREBY DECLARE THE FOLLOWING:

1. PRIVATE STORM DRAINAGE EASEMENTS (P.S.D.E.) FOR DRAINAGE PURPOSES AND USES APPURTENANT THERETO, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION AND MAINTENANCE OF GRAVITY FLOW OR PRESSURE PIPE, OR OPEN DRAINAGE CHANNEL, AND STORMWATER QUALITY ENHANCEMENT FACILITIES UPON, OVER, UNDER AND ACROSS THOSE AREAS SO DESIGNATED ARE HEREBY GRANTED TO THE HOMEOWNERS ASSOCIATION (OR ITS SUCCESSOR IN INTEREST).

SVCC 75, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: MARTIN Z. ZIEGLER
TITLE: MANAGER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY _____

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

SURVEYOR'S STATEMENT

THIS MAP OF "SIERRA VIEW COUNTRY CLUB" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WP SIERRA VIEW, LLC, IN FEBRUARY 2021. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2025, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Preliminary

08/31/2023

MACKAY & SOMPS CIVIL ENGINEERS, INC.

PEDRO JARQUIN, PLS 8268
EXPIRATION DATE: DECEMBER 31, 2023
BY: _____
DATE: _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VIEW COUNTRY CLUB" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

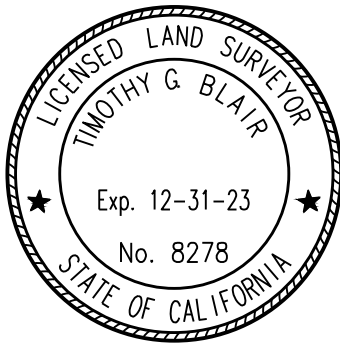
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2024

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "SIERRA VIEW COUNTRY CLUB" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VIEW COUNTRY CLUB", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS, DRAINAGE EASEMENTS AND EMERGENCY ACCESS EASEMENTS OFFERED HEREON FOR DEDICATION AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS LISTED HEREON WITHIN NOTE 6 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____

ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2023, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

DOCUMENT NO.: _____

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____ FEE: \$ _____
DEPUTY

FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162

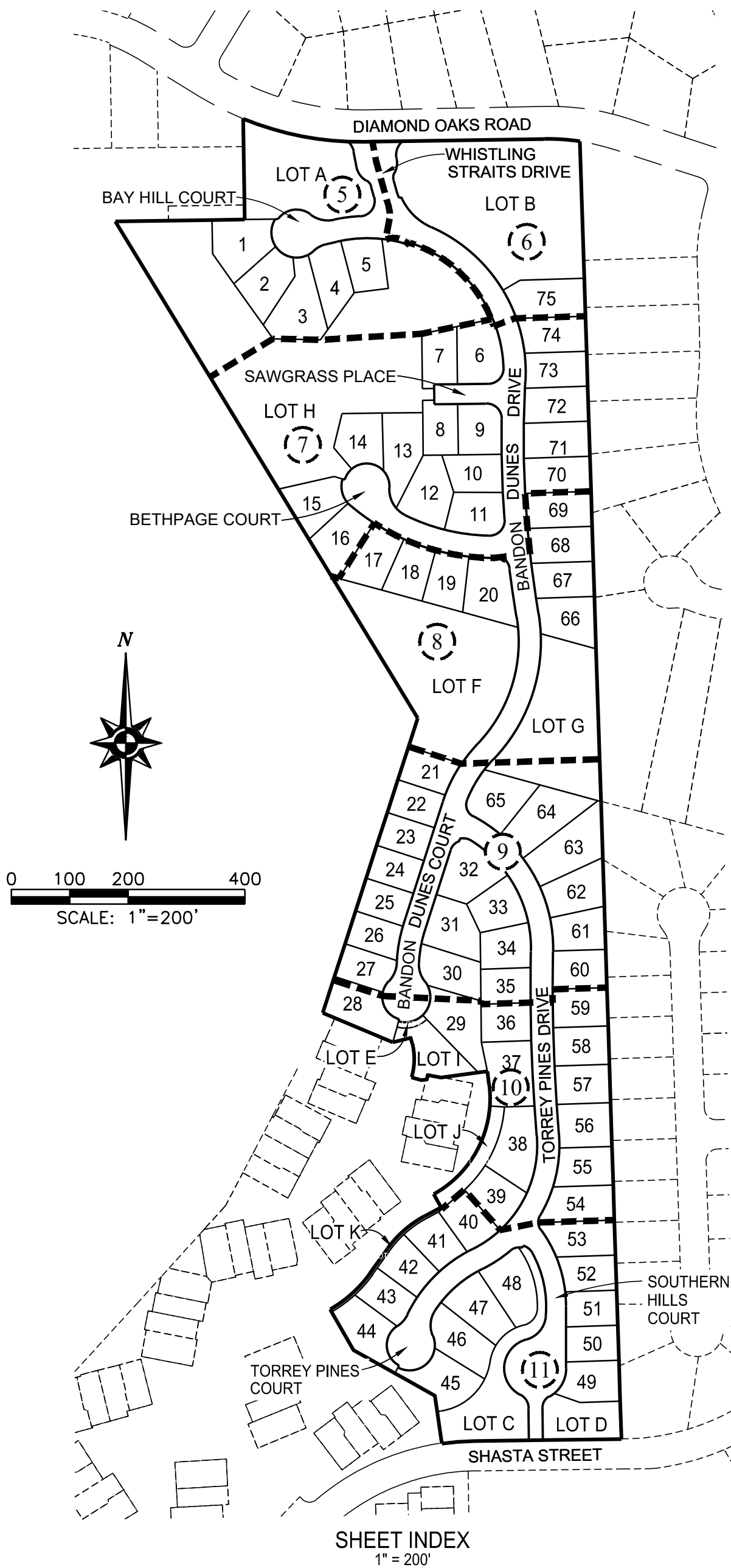
BEING A MERGER AND RESUBDIVISION OF PARCEL 1 OF SIERRA VIEW PARCEL MAP #2, SUBDIVISION NO. 000142, FILED FOR RECORD MAY 3, 2013, IN BOOK 35 OF PARCEL MAPS, AT PAGE 46, PLACER COUNTY RECORDS TOGETHER WITH 'RESULTANT PARCEL 1' OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE FILED FOR RECORD MARCH 6, 2014, IN DOCUMENT NO. 2014-0014272, OFFICIAL RECORDS, PLACER COUNTY, WITHIN SECTIONS 26, 34 AND 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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

OCTOBER 2023

SHEET 1 OF 12 18512.000



NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 23.104± ACRES GROSS, CONSISTING OF 75 RESIDENTIAL LOTS, 11 PRIVATE COMMON AREA LOTS AND 1 PRIVATE ROAD LOT.

2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

3. A GEOTECHNICAL ENGINEERING STUDY WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. PROJECT NO. E20160.001, DATED SEPTEMBER 24, 2021 . DEVELOPMENT SERVICES - ENGINEERING FILE NUMBER 308-952.

4. ALL FRONT CORNERS ARE MARKED BY A 1" DIAMETER BRASS DISC STAMPED "LS 8268" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE. WHERE SIDEWALK DOES NOT EXIST, FRONT CORNERS SHALL BE MARKED BY A 1" DIAMETER BRASS DISC STAMPED "LS 8268" ON A 2.00' EXTENSION OF SIDE LOT LINES IN THE GUTTER PAN, UNLESS OTHERWISE NOTED.

5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 8268", WHERE A REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 8268" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET. REAR CORNERS FOR LOTS 49-62 AND LOTS 66 - 75 WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268" ON THE SIDE LOT LINE OFFSET 4.00 FEET FROM THE REAR LOT CORNER.

6. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RE-SUBDIVIDED AND THE FOLLOWING EASEMENTS, NOT SHOWN HEREON, ARE HEREBY ABANDONED:

a. THE 10' P.U.E. PER 35 PM 46.

b. THE ACCESS AND UTILITY EASEMENT PER 937 O.R. 692.
7. STREET OWNERSHIP AND MAINTENANCE INCLUDING STREET LIGHTS, LOT DRAINAGE SYSTEMS AND SURFACE DRAINAGE SYSTEMS ARE PRIVATE AND THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

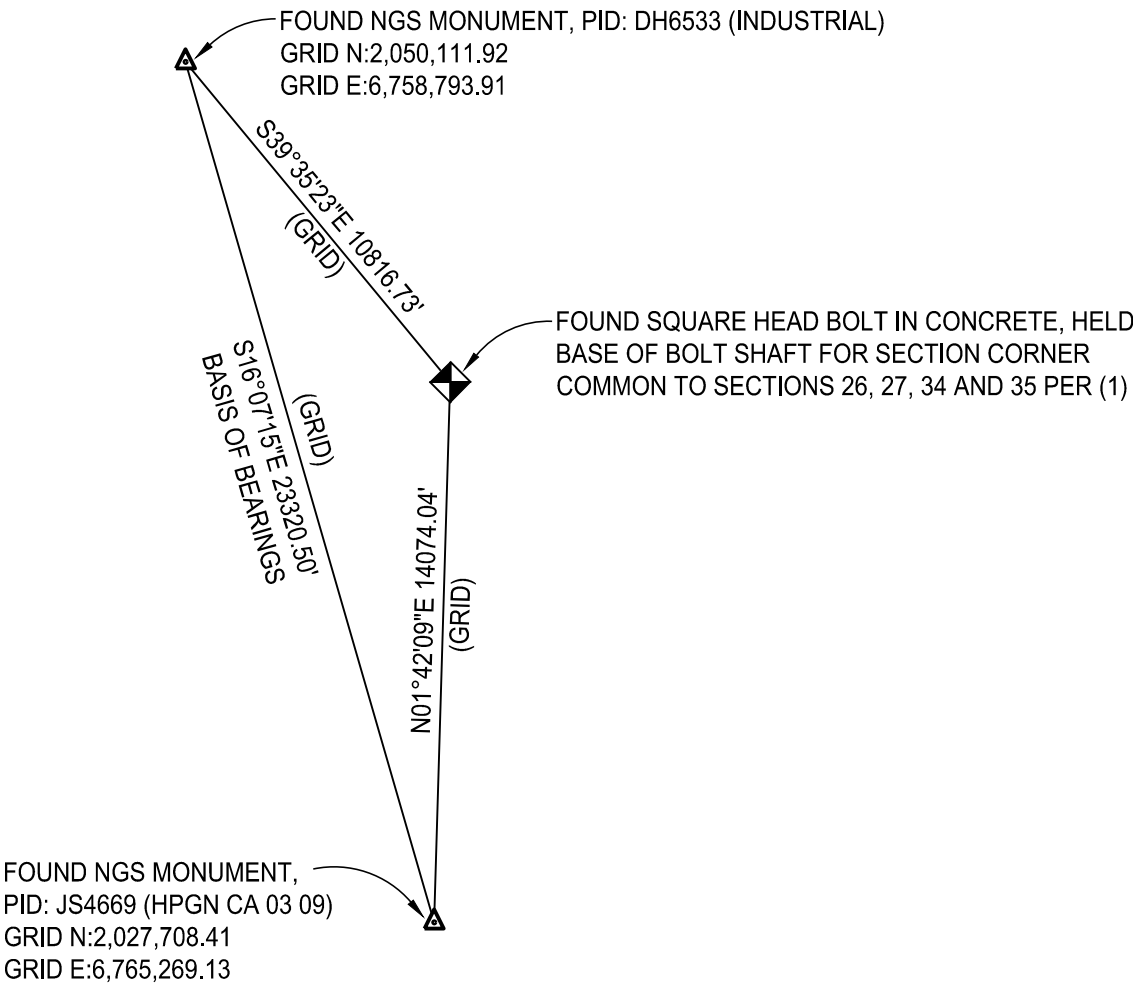
8. LOT L (PRIVATE ROAD) SHOWN HEREON SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION AS A PRIVATE ROAD FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.

9. LOTS A, B, C, D, E, F, G AND H SHOWN HEREON SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION AS COMMON AREAS FOR LANDSCAPING AND FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.

10. LOTS I, J AND K SHOWN HEREON SHALL BE GRANTED IN FEE TO THE SIERRA TOWNHOMES HOA BY SEPARATE DOCUMENT.

11. DEED OVERLAP AT NORTHERLY END OF EAST BOUNDARY WITH WEST BOUNDARY OF Q MAPS 79. SUBDIVISION MAPS Q MAPS 79 AND N MAPS 68 HAVE A CONTINUOUS BEARING ALONG EAST BOUNDARY OF SUBJECT PROPERTY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DIAMOND OAKS ROAD. LLA DN 2014-0014272 HAS A BEARING BREAK AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE 125' SMUD EASEMENT (917 O.R 409) WITH THE EAST BOUNDARY. HELD WEST LINE OF SUBDIVISION MAPS TO THE EAST. (SEE DETAIL "B", SHEET 4)

12. THIS PROPERTY IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN "GOLF COURSE EASEMENT AND WAIVER OF LIABILITY AND RESTRICTION AGREEMENT" RECORDED JULY 13, 2023 AS DOCUMENT NO. 2023-0036645, O.R.



BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD83(2011) (EPOCH 2010.00), MEASURED BETWEEN NGS STATION "INDUSTRIAL" (PID-DH6533) AND NGS STATION "HPGN CA 03 09" (PID-JS4669). SAID BEARING IS SOUTH 16°07'15" EAST. DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID, MULTIPLY GROUND DISTANCES BY THE COMBINED FACTOR OF 0.999927205.

REFERENCES:

1. 35 PM 46

2. DN 2014-0014272 (LLA)

3. 9 RS 36

4. N MAPS 68

5. Q MAPS 79

6. M MAPS 87

7. N MAPS 69

LEGEND

	FOUND NGS MONUMENT AS NOTED
	FOUND SECTION CORNER AS NOTED
	FOUND ONE-QUARTER SECTION CORNER AS NOTED
	FOUND 1 1/2" BRASS CAP IN MONUMENT WELL "LS 2846" PER (6)
	FOUND 1 1/2" BRASS CAP IN MONUMENT WELL "LS 3404" PER (4)
	FOUND 1" IRON PIPE/PLUG "RCE 25169" PER (1)
	FOUND MONUMENT AS NOTED
	SET 2 1/2" BRASS CAP IN MONUMENT WELL STAMPED "LS 8268"
	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268"
	DIMENSION POINT
	RECORD DATA PER REFERENCE
	A.E. ACCESS EASEMENT
	CB CHORD BEARING
	CD CHORD DISTANCE
	DN DOCUMENT NUMBER, O.R.
	E.A.E. EMERGENCY ACCESS EASEMENT
	HOA HOME OWNERS ASSOCIATION
	L.E. LANDSCAPE EASEMENT
	(OA) OVERALL
	O.R. OFFICIAL RECORDS OF PLACER COUNTY
	PM PARCEL MAP
	P.S.D.E. PRIVATE STORM DRAIN EASEMENT
	P.U.E. PUBLIC UTILITY EASEMENT
	(R) RADIAL BEARING
	RS RECORD OF SURVEY
	SF SQUARE FEET
	SMUD SACRAMENTO MUNICIPAL UTILITY DISTRICT
	R/W RIGHT-OF-WAY
	W.L.E. WATERLINE EASEMENT
	(X) SHEET INDEX
	SUBDIVISION BOUNDARY
	CENTER LINE
	IOD/ROW
	LOT LINE & R/W
	LOT LINE
	EASEMENT LINE
	ADJACENT PROPERTY LINE
	SECTION LINE

FINAL MAP OF

SIERRA VIEW COUNTRY CLUB

SUBDIVISION NO. PL21-0162

BEING A MERGER AND RESUBDIVISION OF PARCEL 1 OF SIERRA VIEW PARCEL MAP #2, SUBDIVISION NO. 000142, FILED FOR RECORD MAY 3, 2013, IN BOOK 35 OF PARCEL MAPS, AT PAGE 46, PLACER COUNTY RECORDS TOGETHER WITH 'RESULTANT PARCEL 1' OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE FILED FOR RECORD MARCH 6, 2014, IN DOCUMENT NO. 2014-0014272, OFFICIAL RECORDS, PLACER COUNTY, WITHIN SECTIONS 26, 34 AND 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

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Mackay & Somp

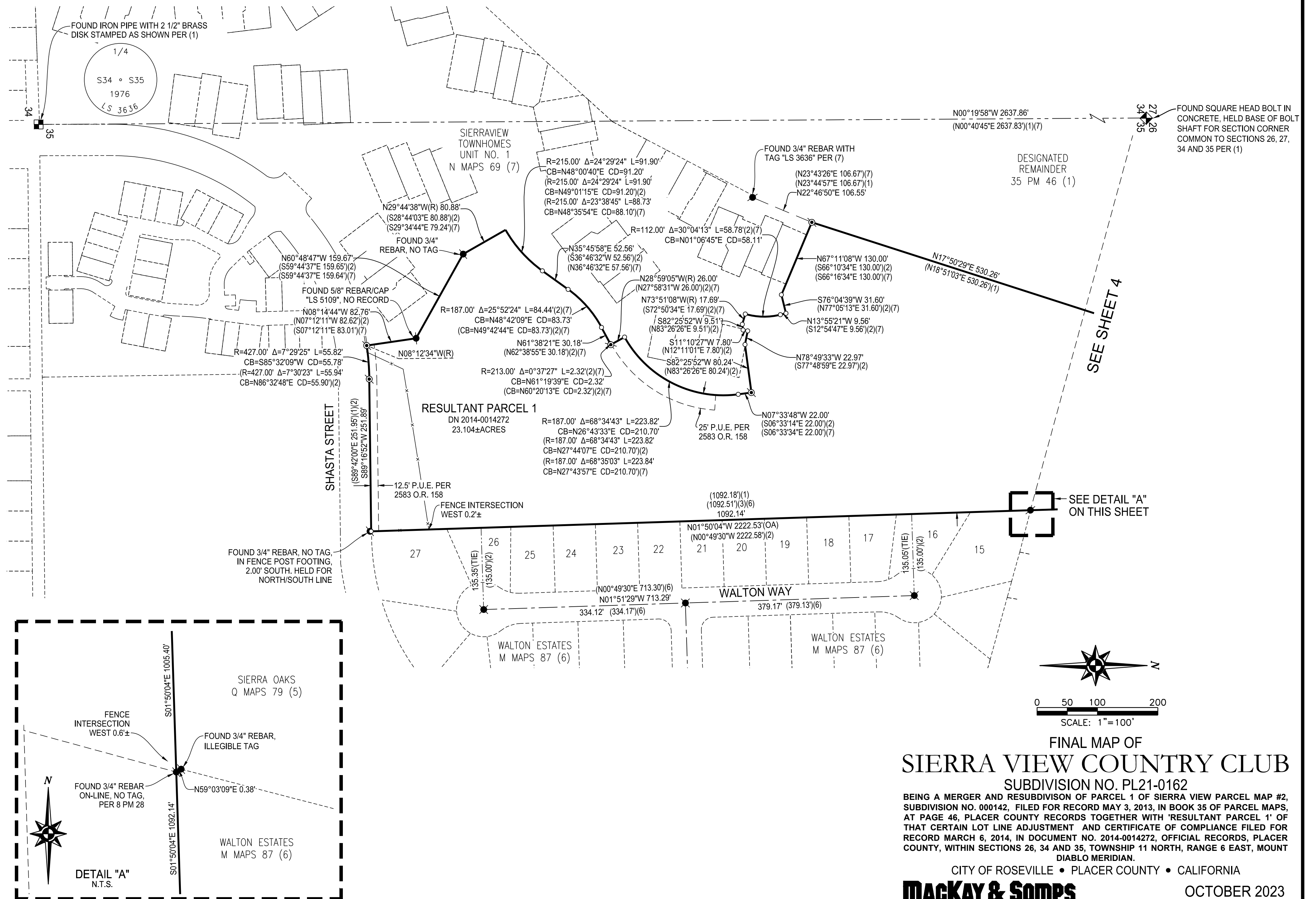
ENGINEERS PLANNERS SURVEYORS

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

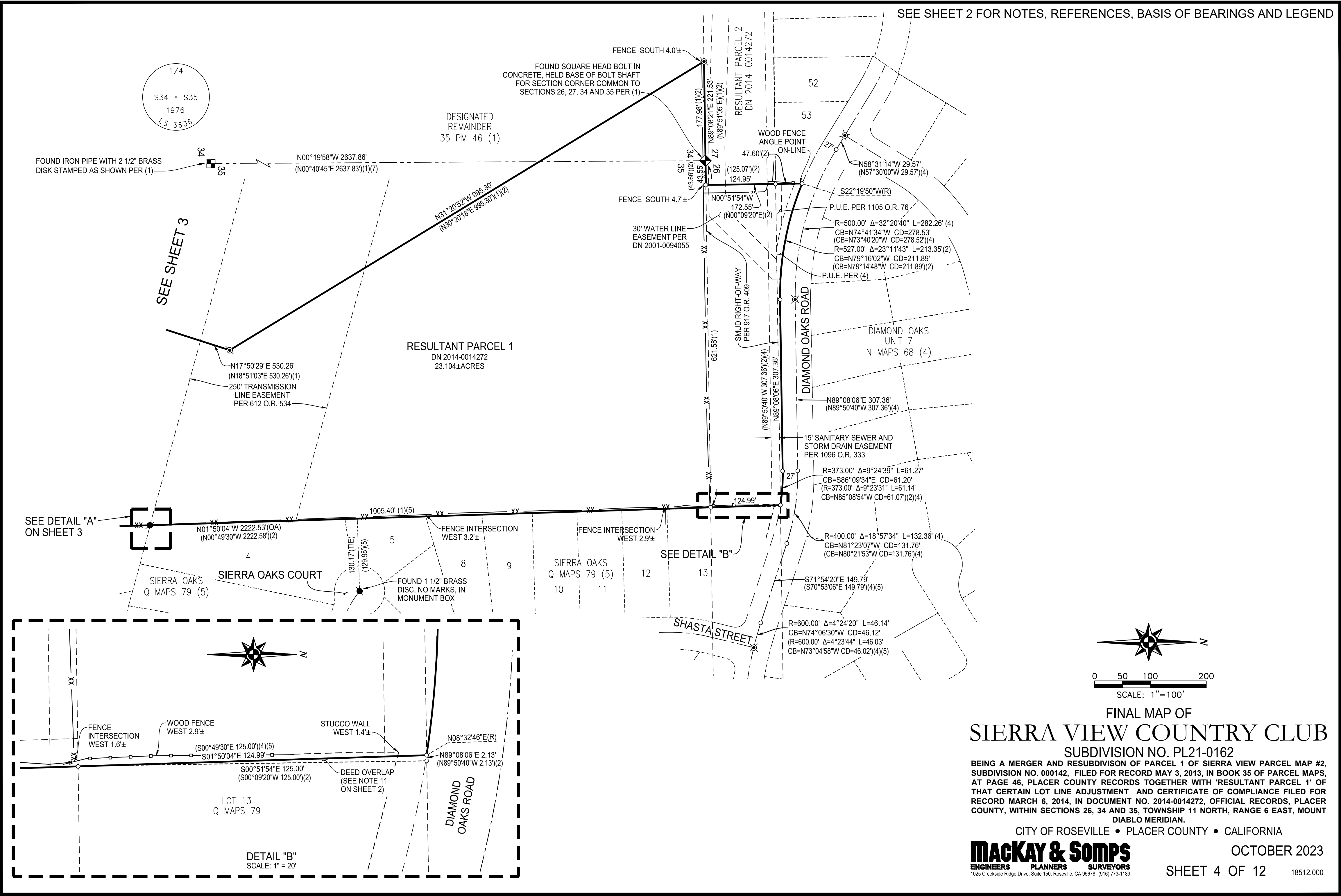
OCTOBER 2023

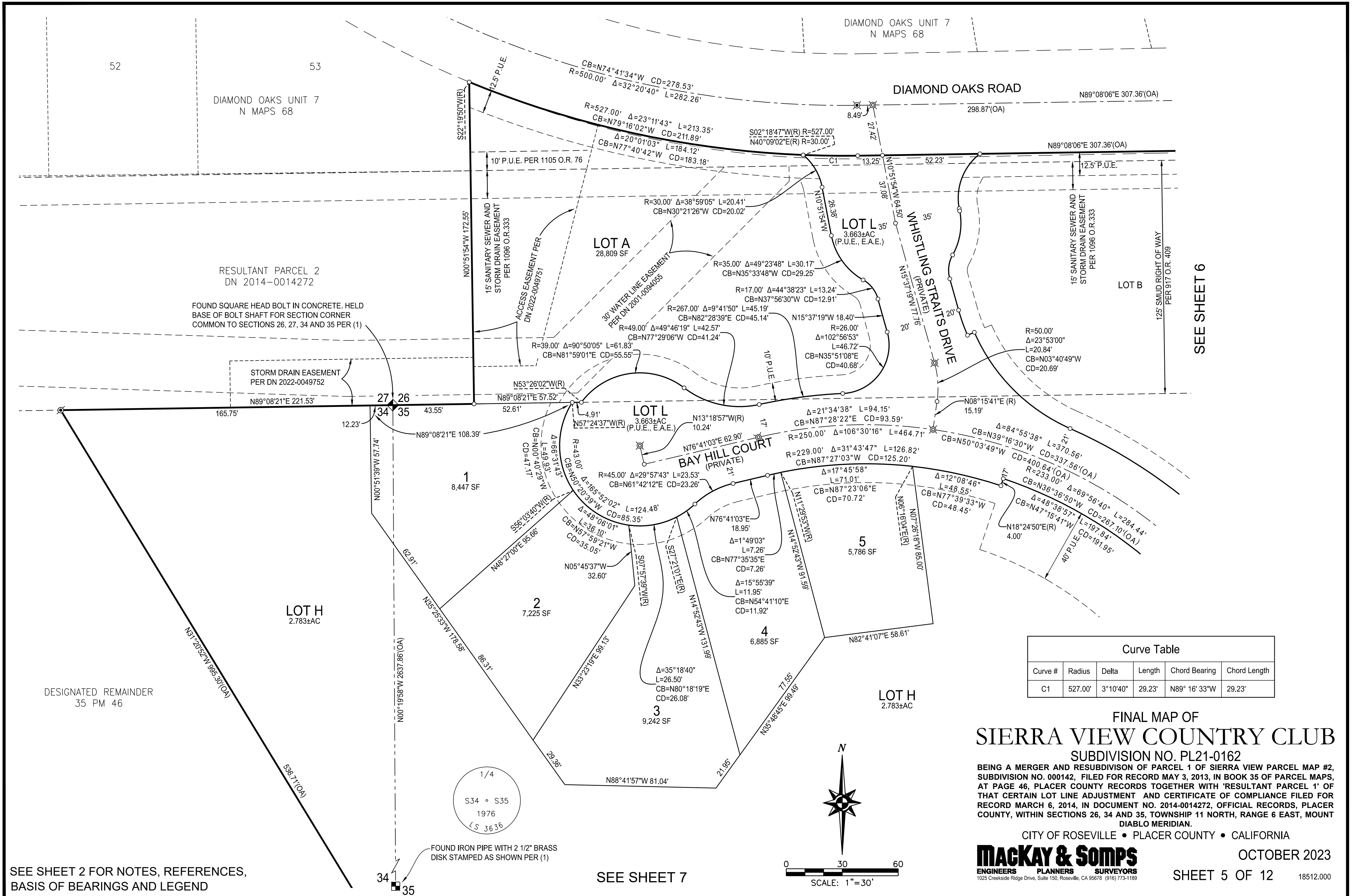
SHEET 2 OF 12

18512.000

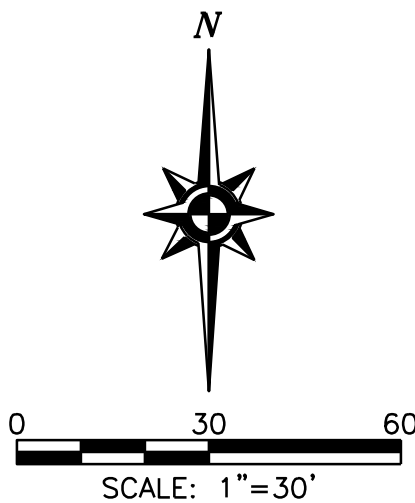
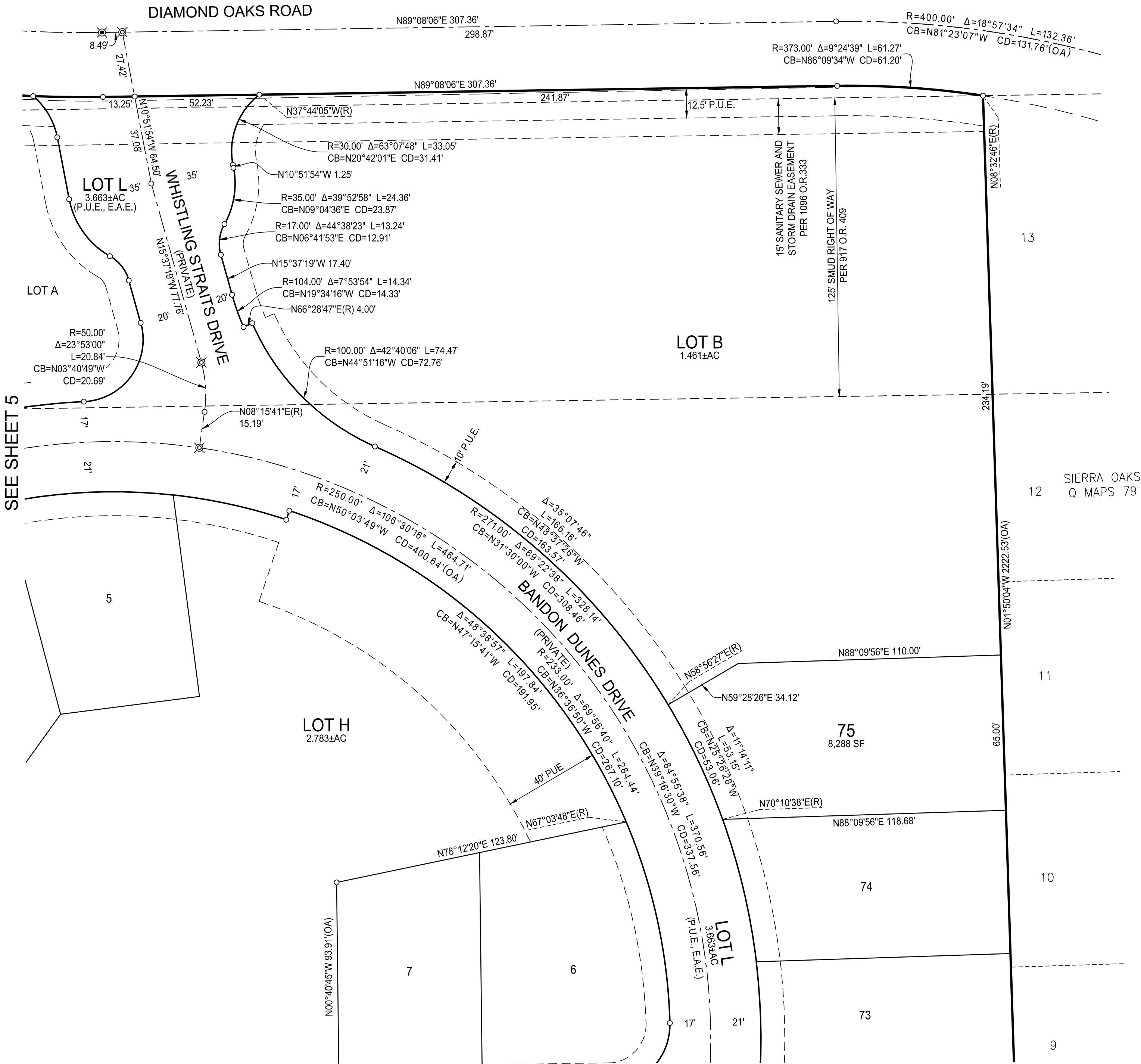


SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARING AND LEGEND





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

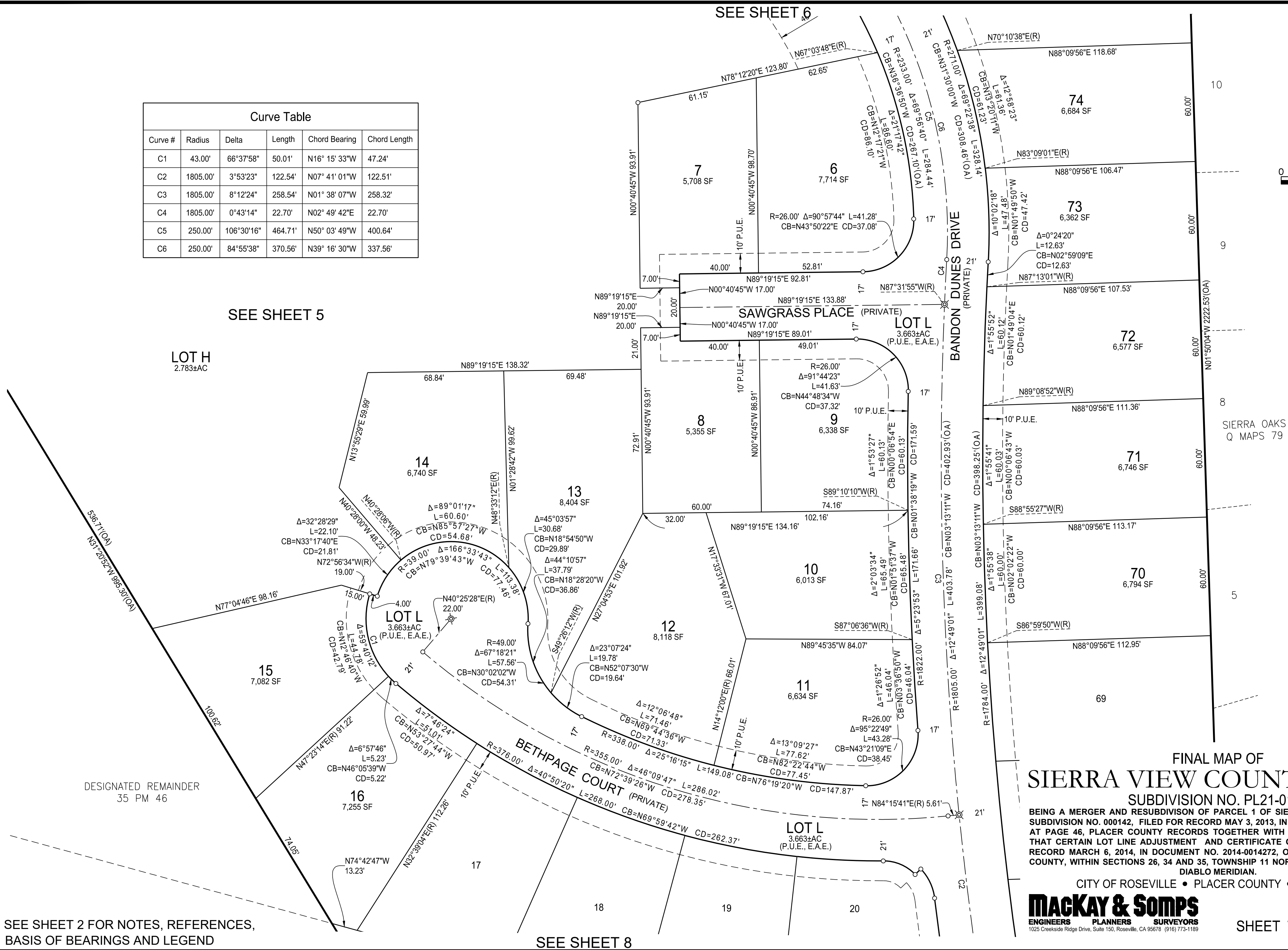
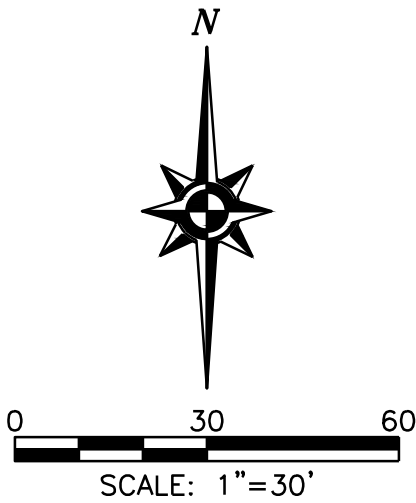


FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162

BEING A MERGER AND RESUBDIVISION OF PARCEL 1 OF SIERRA VIEW PARCEL MAP #2, SUBDIVISION NO. 000142, FILED FOR RECORD MAY 3, 2013, IN BOOK 35 OF PARCEL MAPS, AT PAGE 46, PLACER COUNTY RECORDS TOGETHER WITH 'RESULTANT PARCEL 1' OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE FILED FOR RECORD MARCH 6, 2014, IN DOCUMENT NO. 2014-0014272, OFFICIAL RECORDS, PLACER COUNTY, WITHIN SECTIONS 26, 34 AND 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

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Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189
OCTOBER 2023
SHEET 6 OF 12 18512.000

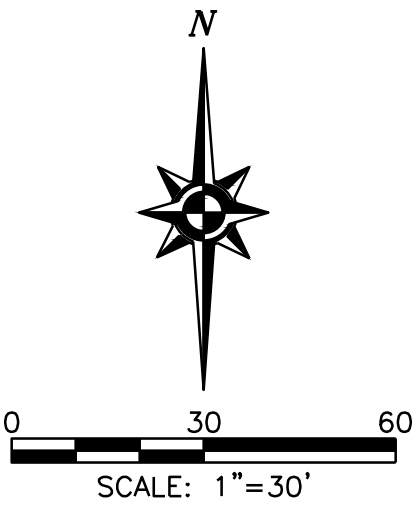
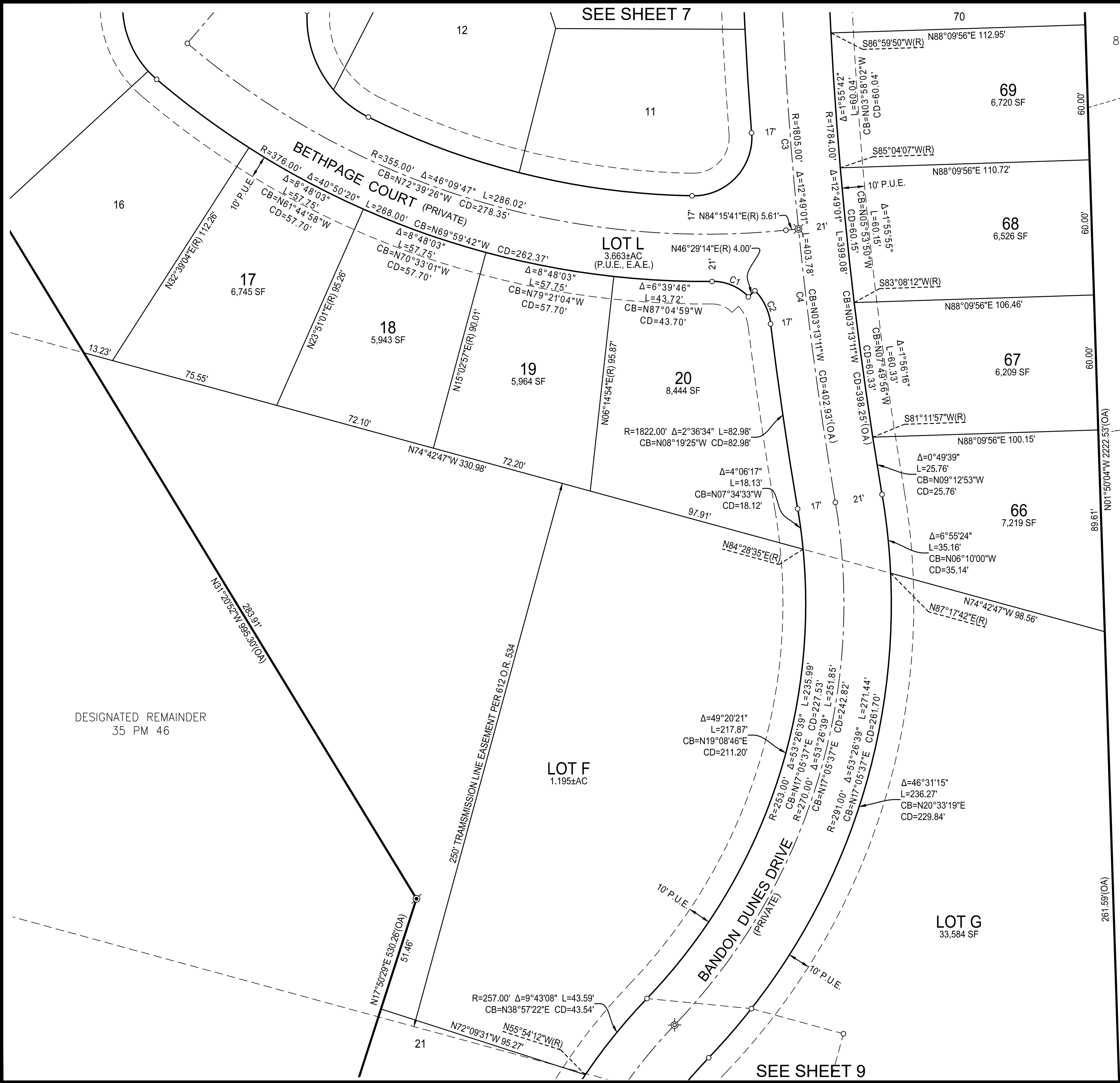
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	43.00'	66°37'58"	50.01'	N16° 15' 33"W	47.24'
C2	1805.00'	3°53'23"	122.54'	N07° 41' 01"W	122.51'
C3	1805.00'	8°12'24"	258.54'	N01° 38' 07"W	258.32'
C4	1805.00'	0°43'14"	22.70'	N02° 49' 42"E	22.70'
C5	250.00'	106°30'16"	464.71'	N50° 03' 49"W	400.64'
C6	250.00'	84°55'38"	370.56'	N39° 16' 30"W	337.56'



FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162
BEING A MERGER AND RESUBDIVISION OF PARCEL 1 OF SIERRA VIEW PARCEL MAP #2, SUBDIVISION NO. 000142, FILED FOR RECORD MAY 3, 2013, IN BOOK 35 OF PARCEL MAPS, AT PAGE 46, PLACER COUNTY RECORDS TOGETHER WITH 'RESULTANT PARCEL 1' OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE FILED FOR RECORD MARCH 6, 2014, IN DOCUMENT NO. 2014-0014272, OFFICIAL RECORDS, PLACER COUNTY, WITHIN SECTIONS 26, 34 AND 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.
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Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
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OCTOBER 2023
SHEET 7 OF 12 18512.000

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

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	22.00'	46°54'06"	18.01'	N66° 57' 49"W	17.51'
C2	26.00'	36°29'38"	16.56'	N25° 15' 57"W	16.28'
C3	1805.00'	8°12'24"	258.54'	N01° 38' 07"W	258.32'
C4	1805.00'	3°53'23"	122.54'	N07° 41' 01"W	122.51'

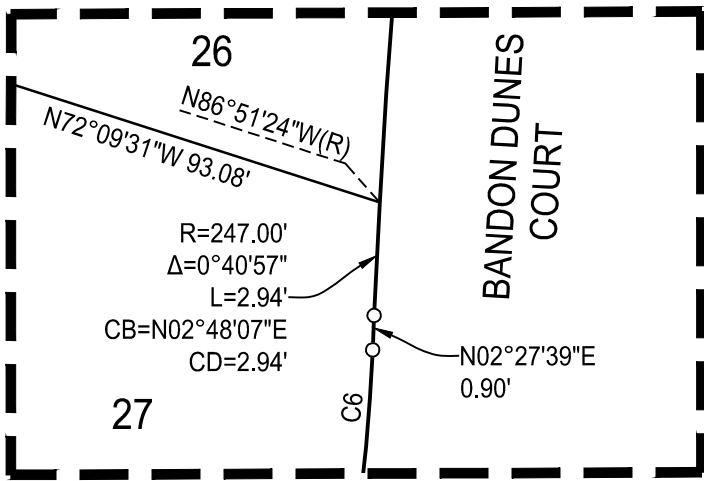


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SHEET 8 OF 12 18512.000

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

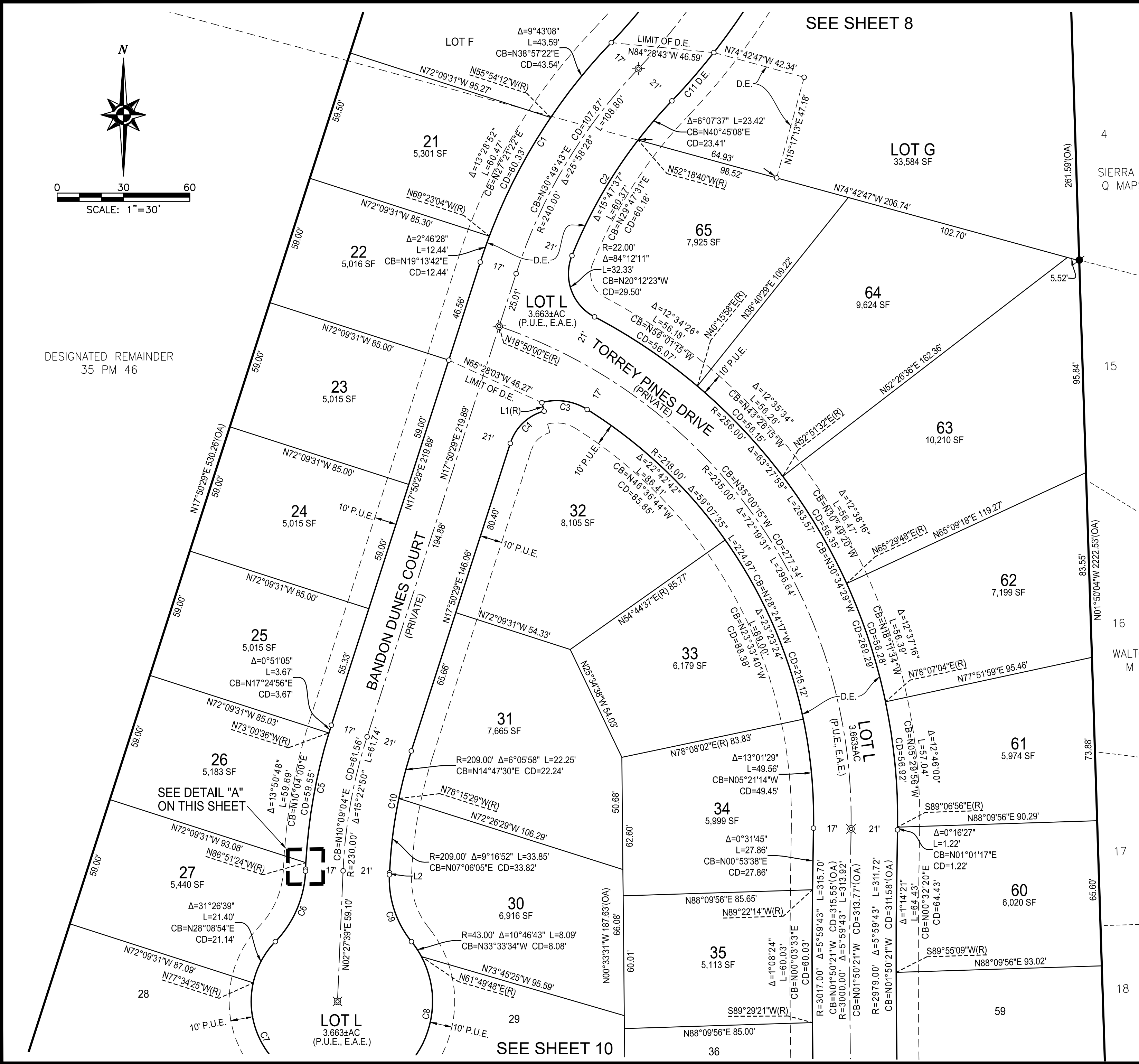
Line Table		
Line #	Bearing	Length
L1	N14° 51' 10"W	4.00'
L2	N02° 27' 39"E	0.90'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	257.00'	25°58'28"	116.51'	N30° 49' 43"E	115.51'
C2	219.00'	21°55'14"	83.79'	N32° 51' 20"E	83.28'
C3	26.00'	46°53'05"	21.28'	N81° 24' 38"W	20.69'
C4	22.00'	57°18'21"	22.00'	N46° 29' 39"E	21.10'
C5	247.00'	15°22'50"	66.30'	N10° 09' 04"E	66.11'
C6	49.00'	41°24'35"	35.41'	N23° 09' 56"E	34.65'
C7	39.00'	118°35'45"	80.73'	N15° 25' 39"W	67.07'
C8	43.00'	144°13'25"	108.24'	N33° 09' 47"E	81.84'
C9	45.00'	41°24'36"	32.52'	N18° 14' 38"W	31.82'
C10	209.00'	15°22'50"	56.10'	N10° 09' 04"E	55.94'
C11	291.00'	5°41'38"	28.92'	N40° 58' 08"E	28.91'



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SHEET 9 OF 12 18512.000

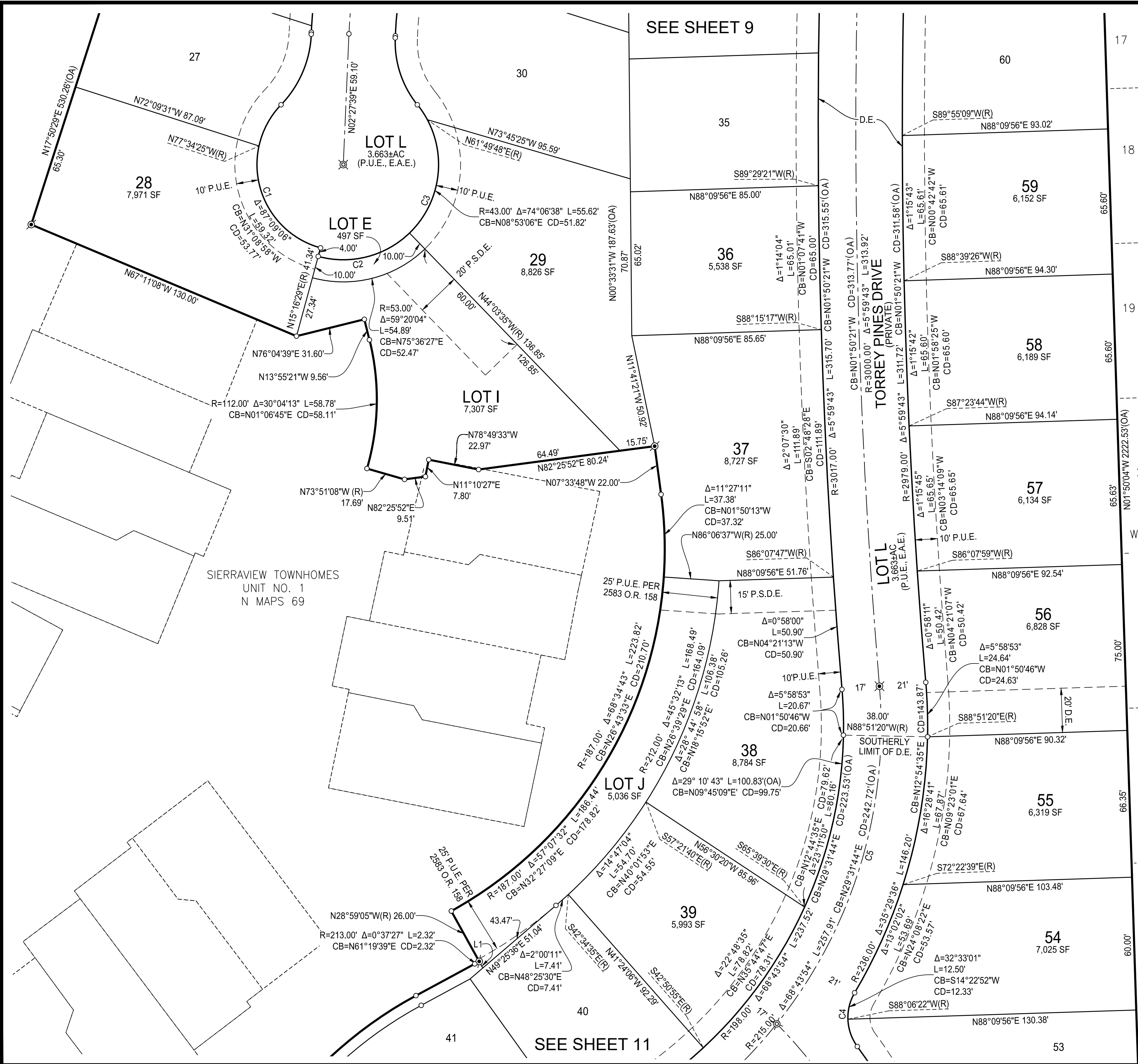


DESIGNATED REMAINDER
35 PM 46

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

Line Table		
Line #	Bearing	Length
L1	N28° 59' 05"W	3.41'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	39.00'	118°35'45"	80.73'	N15° 25' 39"W	67.07'
C2	43.00'	59°20'04"	44.53'	N75° 36' 27"E	42.57'
C3	43.00'	144°13'25"	108.24'	N33° 09' 47"E	81.84'
C4	22.00'	67°02'24"	25.74'	N02° 51' 49"W	24.30'
C5	215.00'	43°31'09"	163.30'	N16° 55' 22"E	159.41'



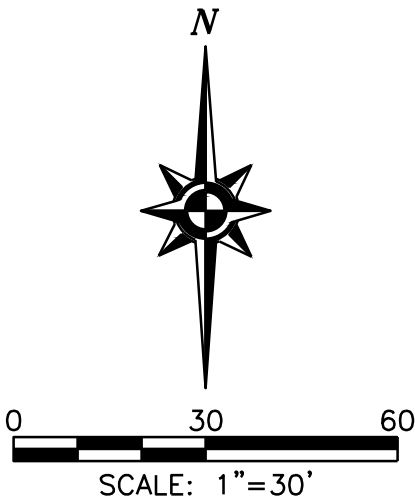
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SHEET 10 OF 12 18512.000

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

Line Table		
Line #	Bearing	Length
L1	N15° 25' 59"E	4.00'
L2	N28° 59' 05"W	3.41'

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	242.00'	38°03'41"	160.76'	N44° 51' 51"E
C2	49.00'	31°20'20"	26.80'	N41° 30' 10"E
C3	45.00'	55°58'52"	43.97'	N05° 10' 29"E
C4	204.00'	30°43'47"	109.41'	N48° 31' 48"E
C5	22.00'	55°41'13"	21.38'	N77° 35' 23"E
C6	22.00'	37°37'01"	14.44'	N68° 33' 16"E
C7	22.00'	18°04'12"	6.94'	N83° 36' 07"W
C8	26.00'	45°15'57"	20.54'	N51° 56' 02"W
C9	22.00'	67°02'24"	25.74'	N02° 51' 49"W
C10	30.00'	75°42'36"	39.64'	N39° 00' 21"E
C11	45.00'	69°43'07"	54.76'	N40° 14' 11"E
C12	55.00'	10°15'54"	9.85'	N56° 16' 27"E
C13	215.00'	25°12'45"	94.61'	N51° 17' 19"E
C14	215.00'	43°31'09"	163.30'	N16° 55' 22"E
C15	220.00'	24°29'25"	94.04'	N48° 00' 40"E
C16	182.00'	25°52'24"	82.19'	N48° 42' 09"E
C17	212.00'	45°32'13"	168.49'	N26° 39' 29"E

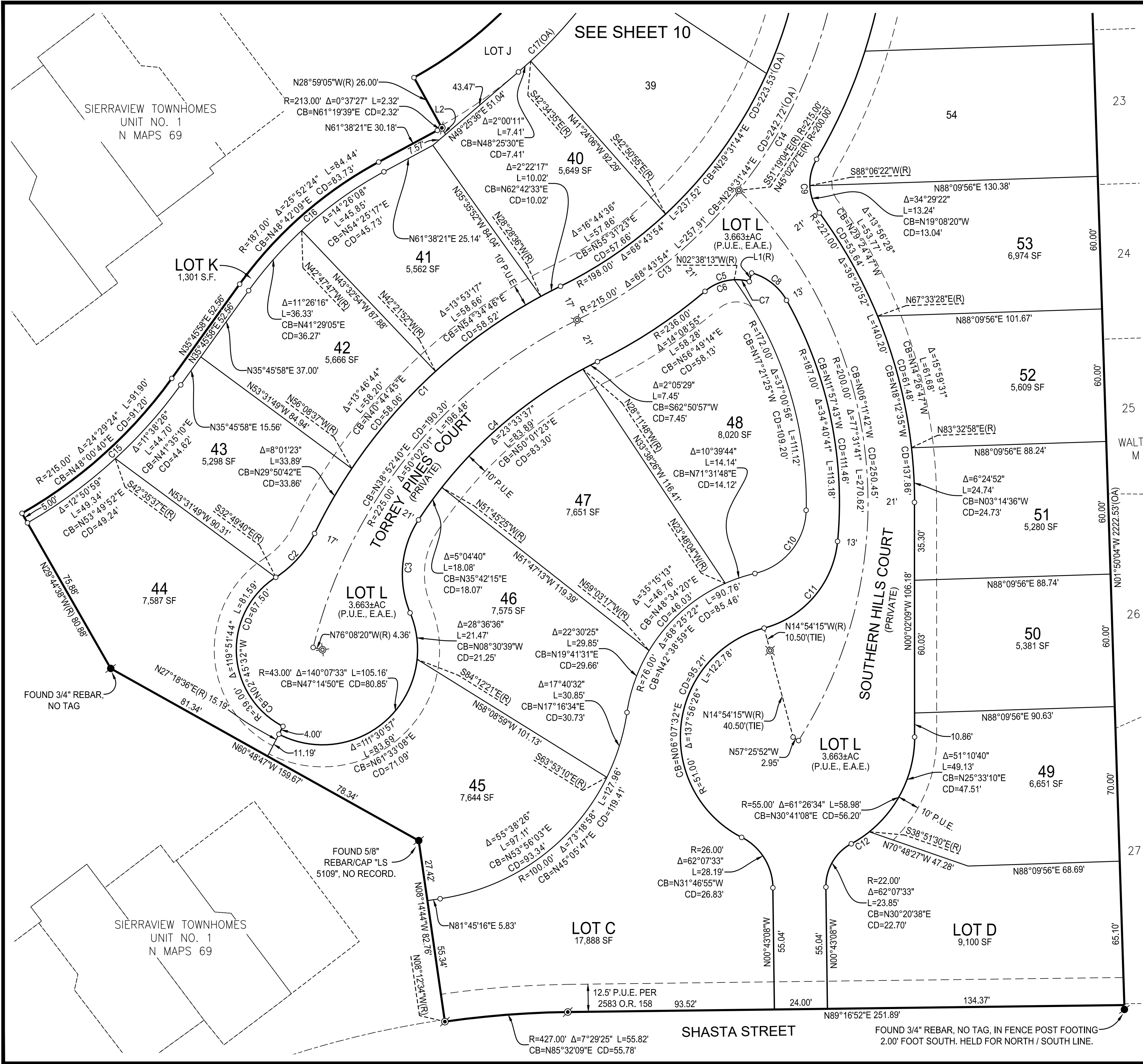


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OCTOBER 2023
SHEET 11 OF 12 18512.000



SHASTA STREET

FOUND 3/4" REBAR, NO TAG, IN FENCE POST FOOTING
2.00' FOOT SOUTH. HELD FOR NORTH / SOUTH LINE.

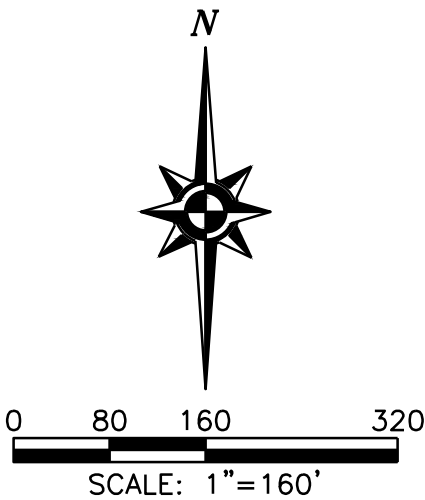
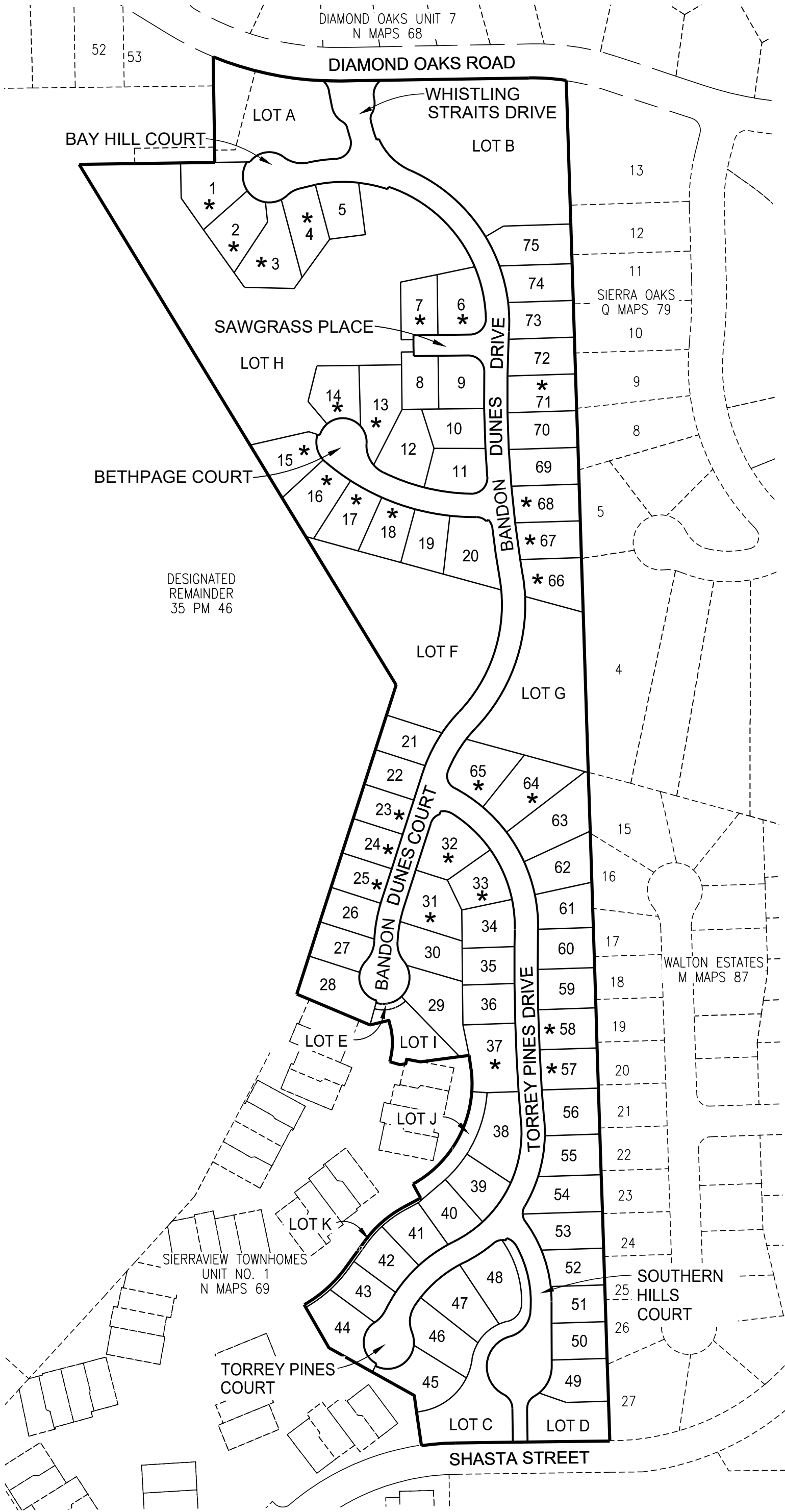
SEE SHEET 2 FOR NOTES, REFERENCES,
BASIS OF BEARINGS AND LEGEND

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

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

LEGEND

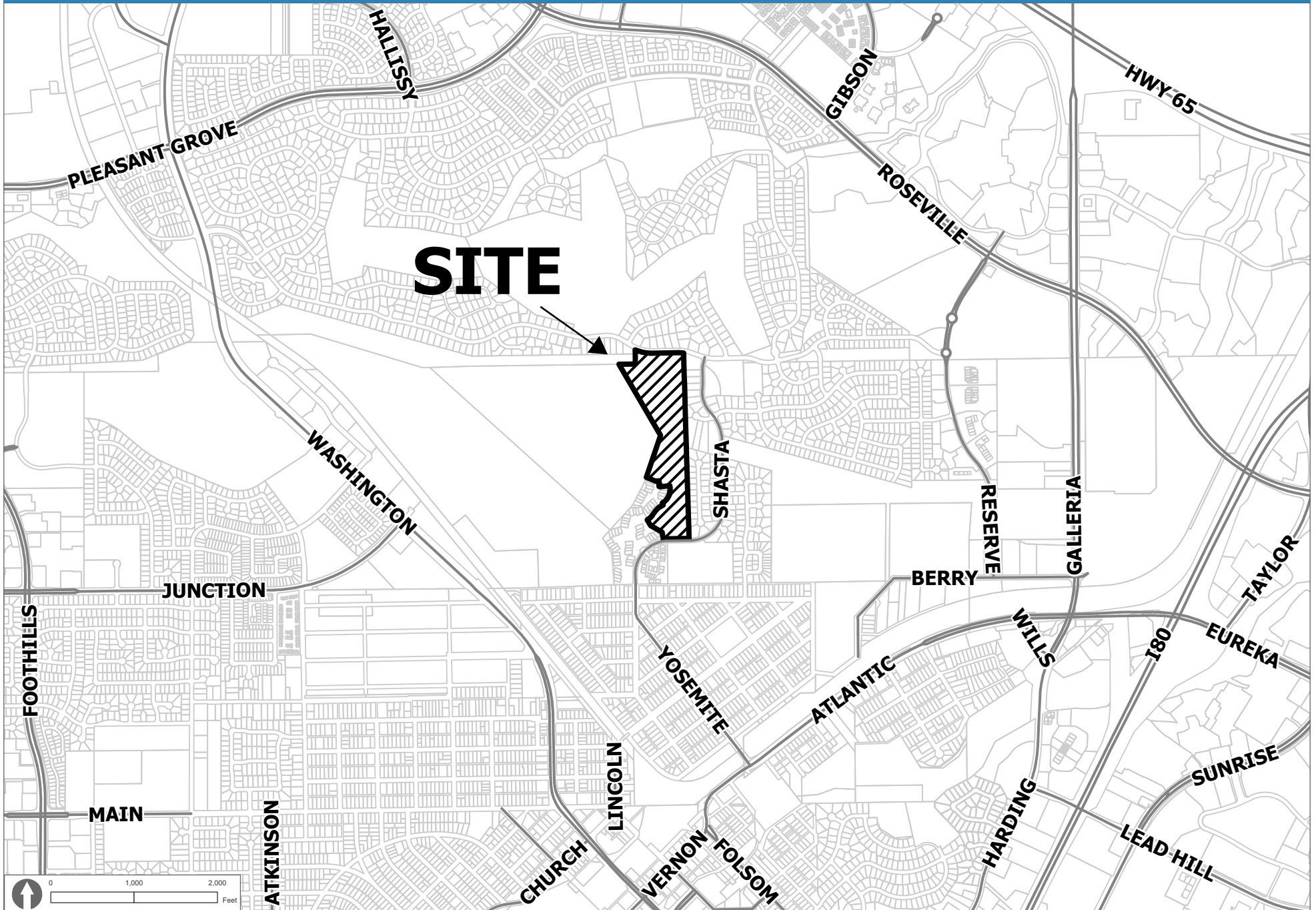
- * DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162

BEING A MERGER AND RESUBDIVISION OF PARCEL 1 OF SIERRA VIEW PARCEL MAP #2, SUBDIVISION NO. 000142, FILED FOR RECORD MAY 3, 2013, IN BOOK 35 OF PARCEL MAPS, AT PAGE 46, PLACER COUNTY RECORDS TOGETHER WITH 'RESULTANT PARCEL 1' OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE FILED FOR RECORD MARCH 6, 2014, IN DOCUMENT NO. 2014-0014272, OFFICIAL RECORDS, PLACER COUNTY, WITHIN SECTIONS 26, 34 AND 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

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OCTOBER 2023
SHEET 12 OF 12 18512.000



RESOLUTION NO. 23-414

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SVCC 75, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and SVCC 75, LLC, for the Sierra View Country Club Subdivision, 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.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

SIERRA VIEW COUNTRY CLUB SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and SVCC
75, LLC, a California limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Sierra View Country Club Subdivision" (Subdivision no. PL21-
0162; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 16th day of December, 2021, and the final map of the Subdivision has been
approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Somps, Civil Engineers, Inc., dated July 2023 and approved by the City Engineer and including any changes or alterations to

such improvements required by the City Engineer, and to install, on or before December 31, 2024, such survey monuments as may be required by the City Engineer ("the Work").

SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

- a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or
- b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$2,579,696. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER 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 SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER'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.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$3,000,000 per occurrence

\$3,000,000 aggregate

Personal Injury:

\$3,000,000 per occurrence

\$3,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Workers' Compensation

Statutory

a. Form. SUBDIVIDER 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. SUBDIVIDER 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, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER'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. SUBDIVIDER 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. 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.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER 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.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD as required

by the applicable Development Agreement or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

SVCC 75, LLC
Attn: Ryan Biziewski
1430 Blue Oaks Boulevard, Suite 190
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

22. 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.

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 SUBDIVIDER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

SVCC 75, LLC, a California limited
liability company

BY: _____
DOMINICK CASEY
City Manager

BY: _____
Print name: MARTIN Z. ZIEGLER
Title: PRESIDENT

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: _____
Print name: ROD YAMANAKA
Title: CFO

(NOTARIZATION REQUIRED)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
 County of Placer)
 On September 14, 2023 before me, Karen Headley, a notary public,
 Date Here Insert Name and Title of the Officer
 personally appeared Martin Z. Ziegler and Rod Yamanaka
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer



COUNCIL COMMUNICATION

CC #: 2994

File #: 0400-04-09-1

Title: Sierra Vista Torrente - Phase 1 Project - Notice of Completion

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

Meeting Date: 10/18/2023

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Torrente - Phase 1, CWJ#190712 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andrew Druck, Sr. Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-413

NOC

Exhibit A - Vicinity Map

Final Map

RESOLUTION NO. 23-413

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA TORRENTE – 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.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Torrente – Phase 1 is hereby approved, and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 46 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Torrente - Phase 1 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction.

The surety on said project was Lexon Insurance Company (Bond No. PB03010409008)

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer 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.

Marc Stout

City Engineer
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)

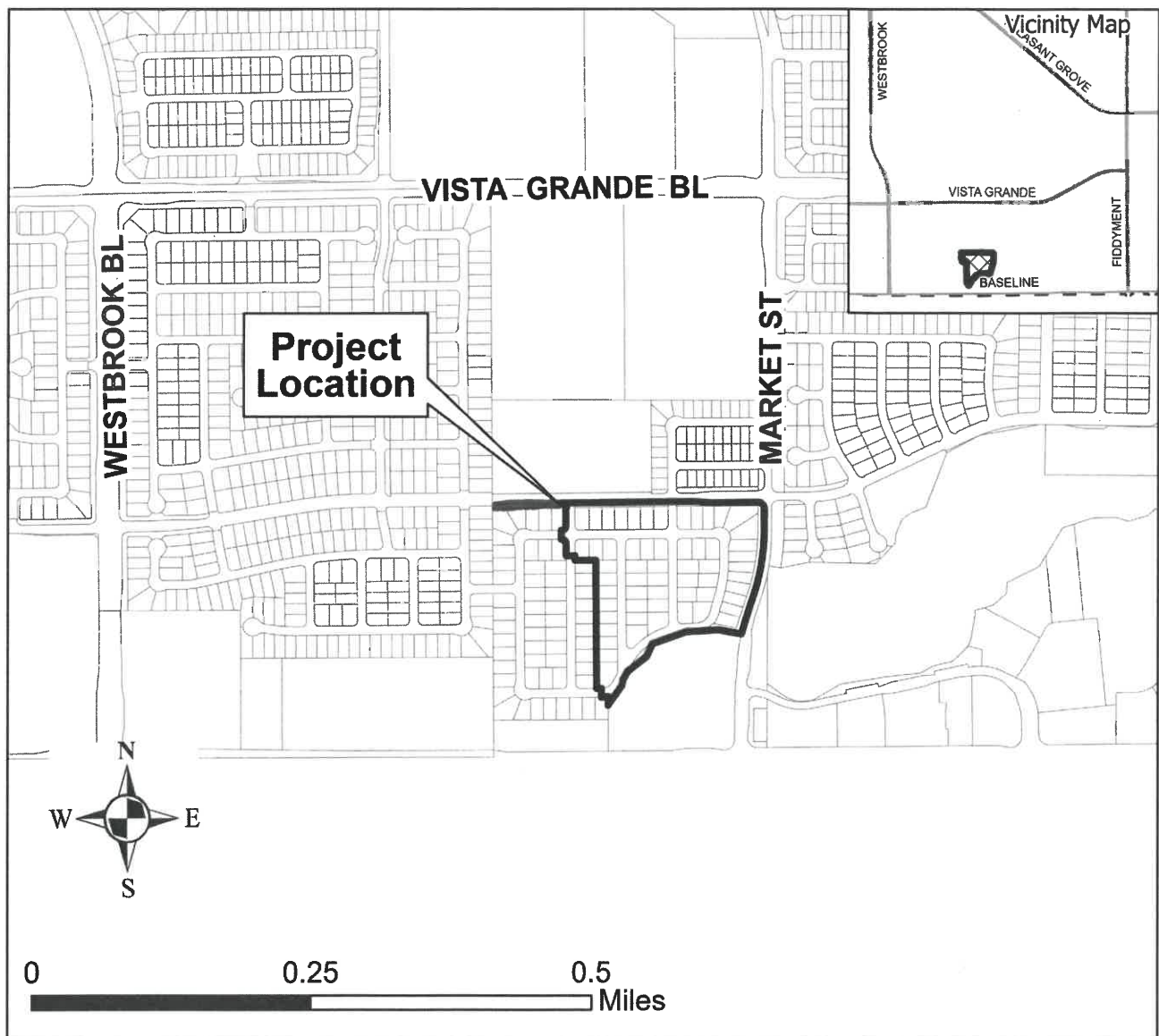
Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, Marc Stout
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Sierra Vista Torrente Phase 1





PLACER, County Recorder

RYAN RONCO

DOC- 2022-0092657-00

0465 0466 0467

THURSDAY, DEC 22, 2022 11:40 AM

MIC \$3.00 | AUT \$0.00 | SBS \$5.00

ERD \$0.00 | SB2 \$75.00 | MAP \$15.00

ADD \$0.00

RECORDING REQUESTED BY:

First American Title Company

Ttl Pd \$98.00 Rcpt # 03212456

CLK6B9SJ93/DB/1-6

TYPE OF MAP: Subdivision Map, City of Roseville

BOOK: GG PAGE: 46

NAME: Sierra Vista Torrente Phase 1
Anthem United Torrente Homes Limited Partnership

TRUSTEE: Western Alliance Bank

TOWNSHIP: 11N RANGE: 05E SECTION: 36

NO. OF SHEETS: 6

OWNER'S STATEMENT

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

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

- A. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS C, D, E, F AND THE STREETS SHOW HEREON AS MARMO CIRCLE, CARBONE DRIVE, BASALTO WAY, AND TORRENTE DRIVE AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- A. AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS MARMO CIRCLE, CARBONE DRIVE, BASALTO WAY, AND TORRENTE DRIVE.
- B. LOTS C, D, E, AND F SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS A PUBLIC RIGHT OF WAY.
- C. LOTS A AND B SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: ANTHEM UNITED TORRENTE HOMES MANAGEMENT LLC,
A WASHINGTON LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: Brian Moore

NAME: BRIAN MOORE
TITLE: VICE PRESIDENT

BY: Matt Gustus

NAME: MATT GUSTUS
TITLE: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Placer

ON October 26, 2022, BEFORE ME, Bonnie Kwan A NOTARY PUBLIC, PERSONALLY APPEARED, Brian Moore 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: BK

PRINTED NAME: Bonnie Kwan

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Placer

MY COMMISSION EXPIRES: 12/27/2023

MY COMMISSION NO.: 2317317

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Placer

ON October 26, 2022, BEFORE ME, Bonnie Kwan A NOTARY PUBLIC, PERSONALLY APPEARED, Matt Gustus 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: BK

PRINTED NAME: Bonnie Kwan

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Placer

MY COMMISSION EXPIRES: 12/27/2023

MY COMMISSION NO.: 2317317

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA VISTA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY APRIL 15, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

J.M.H. WEISS, INC.
Kevin Weiss

KEVIN WEISS, PLS 7139
EXPIRATION DATE:

DATE: 10-25-2022



CITY ENGINEER'S STATEMENT

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

Marc Stout DATE: 10/27/22

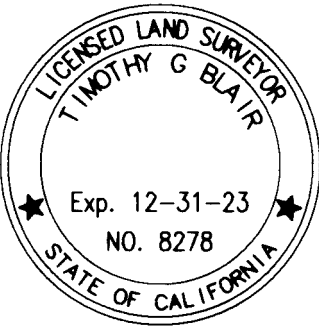
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2024

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 1" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 11/17/22

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 1", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED SUBJECT TO IMPROVEMENT LOTS A, B, C, D, E, AND F AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION.

Car Ann
CITY CLERK, CITY OF ROSEVILLE

DATE: 12/8/2022 BY: Assistant City Clerk

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF DECEMBER, 2022, AT 11:40 A.M. IN BOOK GG OF MAPS, AT PAGE 46, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF J.M.H. WEISS, INC.

Ryan Ronco DOCUMENT NO.: 2022-0092657
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: D. Butcher FEE: \$ 98.00
DEPUTY

FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 1
SUBDIVISION NO. PL20-0248

CONSISTING OF SIX (6) SHEETS
BEING A SUBDIVISION OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"SIERRA VISTA - CGB LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192",
RECORDED ON JUNE 4, 2019, IN BOOK EE OF MAPS, AT PAGE 56
AND LYING ENTIRELY WITHIN THE
CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA
SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

TRUSTEE'S STATEMENT

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED JUNE 8, 2022 AS INSTRUMENT NUMBER 2022-0047631-00, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: Jenna White
PRINTED NAME: Jenna White
DATE: 10/24/2022

BY: T. Fach
PRINTED NAME: Tomas Fach
DATE: 10/24/2022

NOTARY'S ACKNOWLEDGMENT

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

STATE OF ~~CALIFORNIA~~ ARIZONA
COUNTY OF PINAL

ON 10/24/2022, BEFORE ME, GEORGE TZOGANOS A NOTARY PUBLIC, PERSONALLY APPEARED, Jenna White, 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~~ ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: GEORGE TZOGANOS

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: PINAL

MY COMMISSION EXPIRES: MAY 12, 2026

MY COMMISSION NO.: 628727

NOTARY'S ACKNOWLEDGMENT

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

STATE OF ~~CALIFORNIA~~ ARIZONA
COUNTY OF PINAL

ON 10/24/2022, BEFORE ME, GEORGE TZOGANOS A NOTARY PUBLIC, PERSONALLY APPEARED, Tomas Fach, 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~~ ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: GEORGE TZOGANOS

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: PINAL

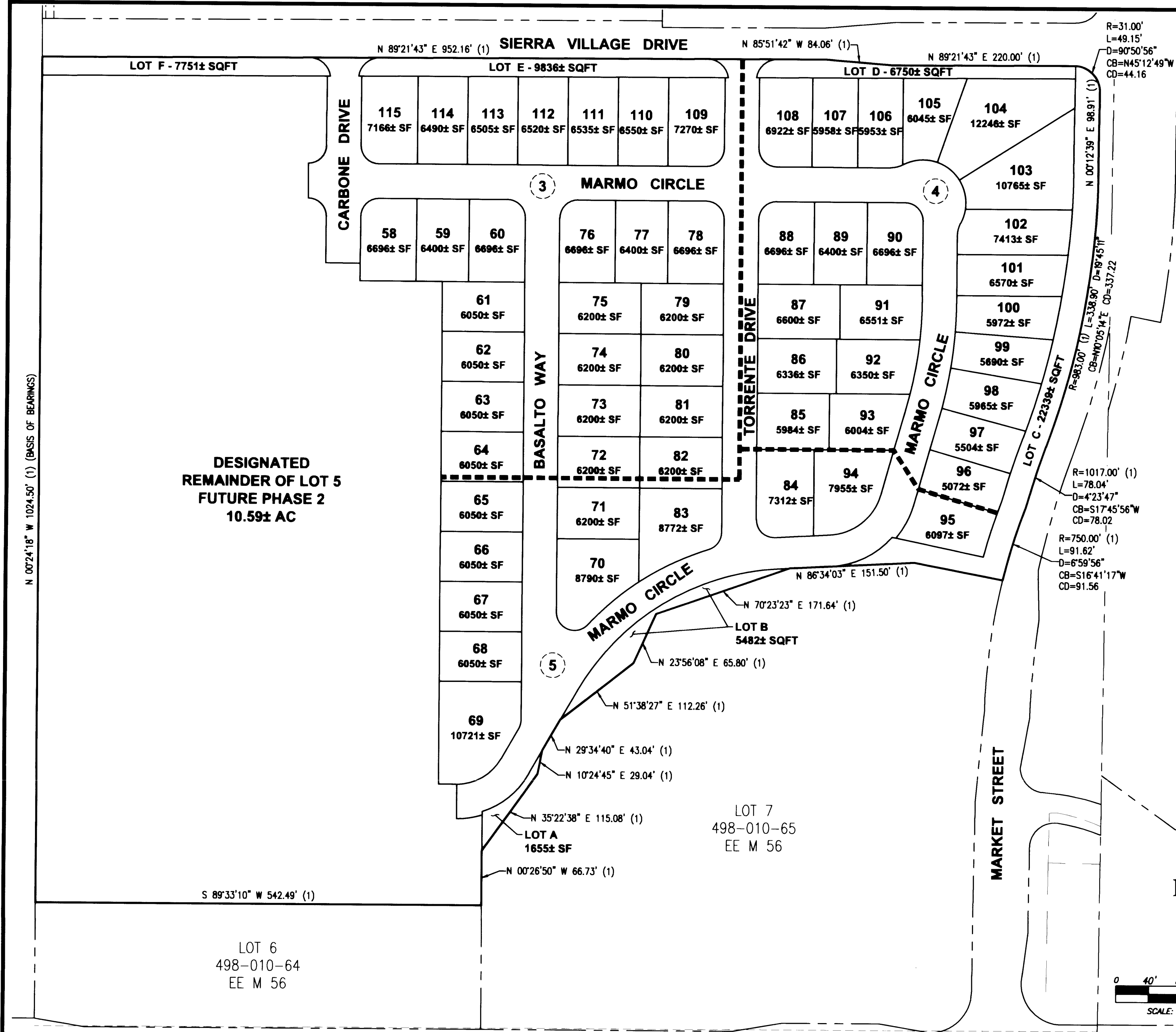
MY COMMISSION EXPIRES: MAY 12, 2026

MY COMMISSION NO.: 628727

FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 1
SUBDIVISION NO. PL20-0248

CONSISTING OF SIX (6) SHEETS
BEING A SUBDMISION OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"SIERRA VISTA - CGB LARGE LOT SUBDMISION, SUBDMISION NO. PL15-0192",
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AND LYING ENTIRELY WITHIN THE
CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA
SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110



LEGEND & ABBREVIATIONS

---	TRACT MAP BOUNDARY
---	NEW RIGHT-OF-WAY LINE
---	NEW LOT LINE
---	CENTERLINE / MONUMENT LINE, AS NOTED
---	EXISTING EASEMENT LINE
---	NEW EASEMENT LINE
---	TIE LINES
⊙	RECORD CITY MONUMENT, AS NOTED
⊙	SET STANDARD CITY MONUMENT, LS 7139
⊙	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
(PL-M)	PROPERTY LINE TO MONUMENT
(M-M)	MONUMENT TO MONUMENT
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
()	DENOTES RECORD INFORMATION
---	DIMENSION POINT NOTHING SET OR FOUND

4 REFERENCE SHEET NUMBER

- NOTES:**
1. THE TOTAL AREA OF THIS SUBDIVISION IS 13.25± ACRES, GROSS, CONSISTING OF 58 RESIDENTIAL LOTS, 4 LANDSCAPE LOTS, AND 2 OPEN SPACE LOTS. THE COMBINED AREA OF THE ORIGINAL LOT 5 IS 23.84± ACRES.
 2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
 3. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7139" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 4. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7139".
 5. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL & ASSOCIATES DATED MAY 26, 2021 PROJECT NUMBER 13137.01 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-951.

BASIS OF BEARINGS:

THE BEARING N 00°24'18" W, BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

(1) EE MAPS 56

**FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 1
SUBDIVISION NO. PL20-0248**

CONSISTING OF SIX (6) SHEETS
BEING A SUBDIVISION OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"SIERRA VISTA - CGB LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192",
RECORDED ON JUNE 4, 2019, IN BOOK EE OF MAPS, AT PAGE 56
AND LYING ENTIRELY WITHIN THE
CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA
SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

**J M H
Weiss**
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

OCTOBER 2022 SHEET 3 OF 6

N 00°24'18" W 1024.50' (1) (BASIS OF BEARINGS)

DESIGNATED
REMAINDER OF LOT 5
FUTURE PHASE 2
10.59± AC

LOT 6
498-010-64
EE M 56

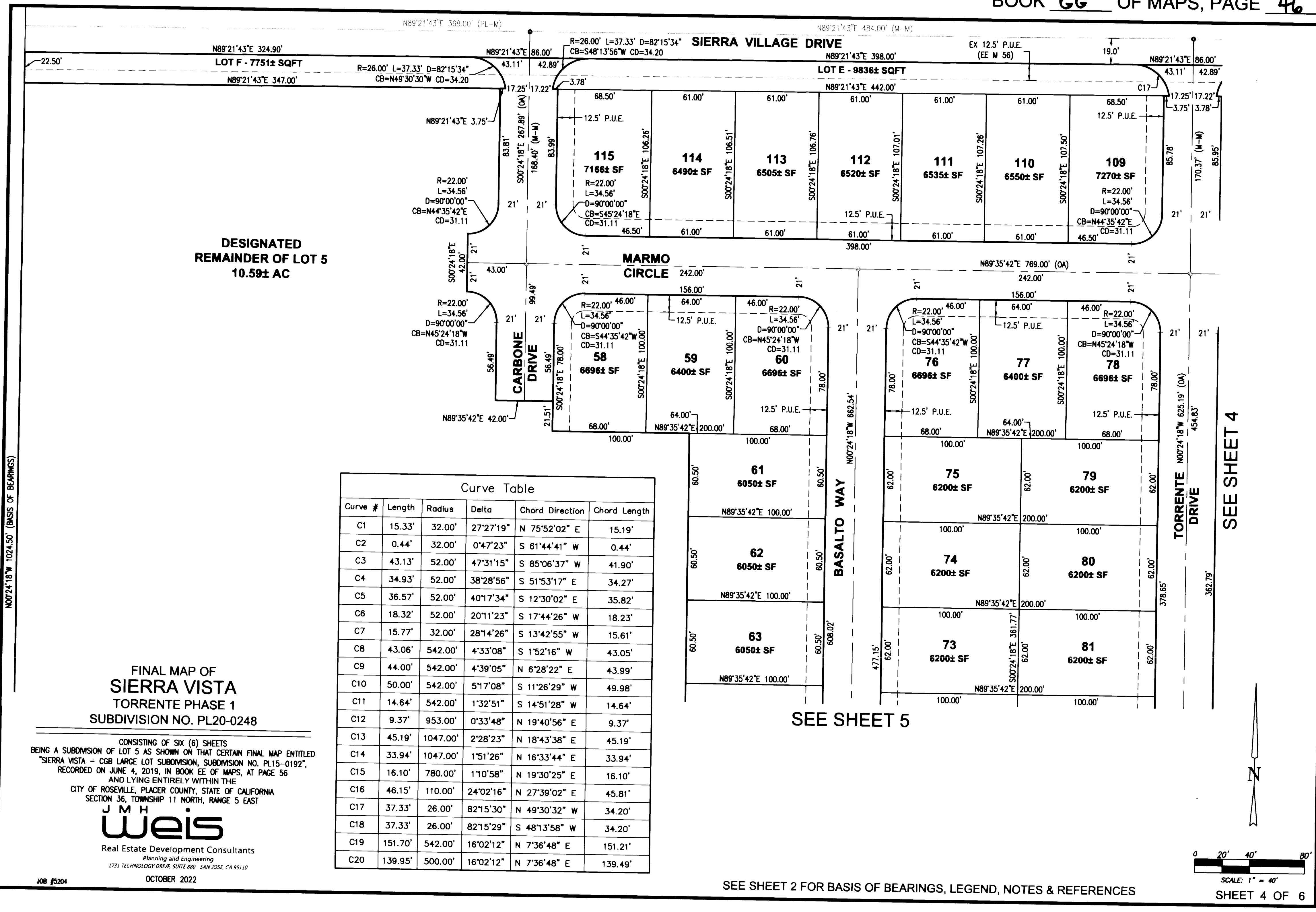
LOT 7
498-010-65
EE M 56

5

4

3

4



DESIGNATED
REMAINDER OF LOT 5
10.59± AC

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	15.33'	32.00'	27°27'19"	N 75°52'02" E	15.19'
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C8	43.06'	542.00'	4°33'08"	S 1°52'16" W	43.05'
C9	44.00'	542.00'	4°39'05"	N 6°28'22" E	43.99'
C10	50.00'	542.00'	5°17'08"	S 11°26'29" W	49.98'
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C12	9.37'	953.00'	0°33'48"	N 19°40'56" E	9.37'
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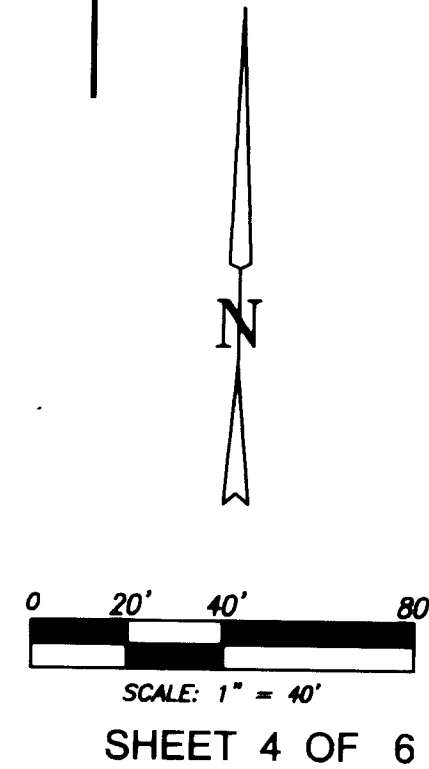
FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 1
SUBDIVISION NO. PL20-0248

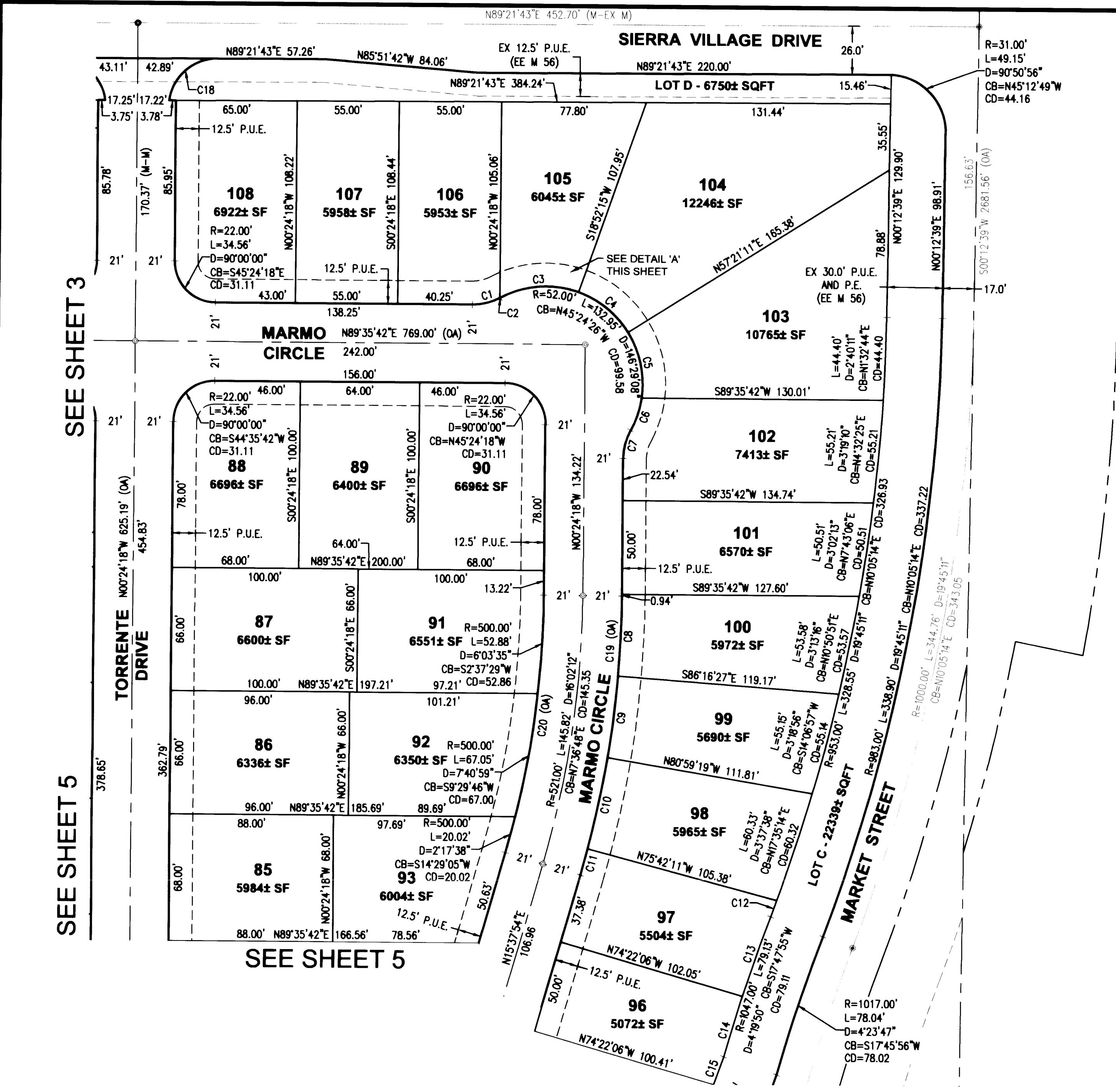
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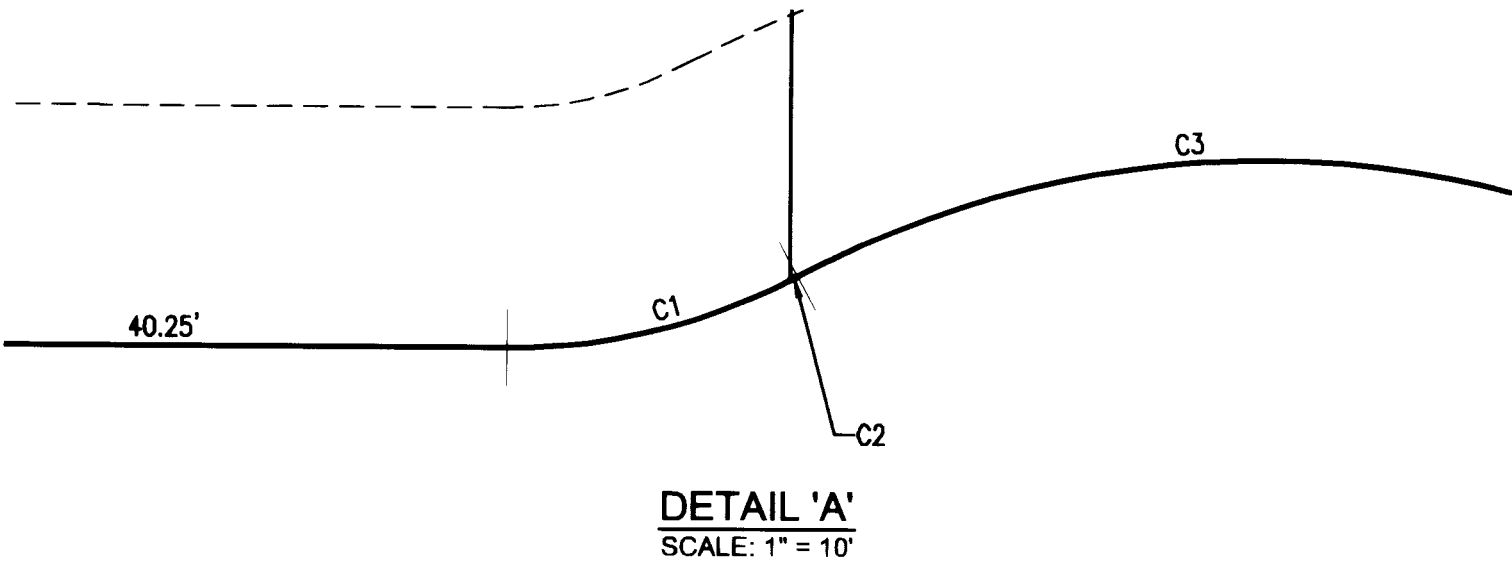
SEE SHEET 5

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





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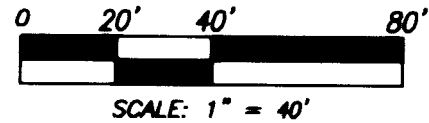


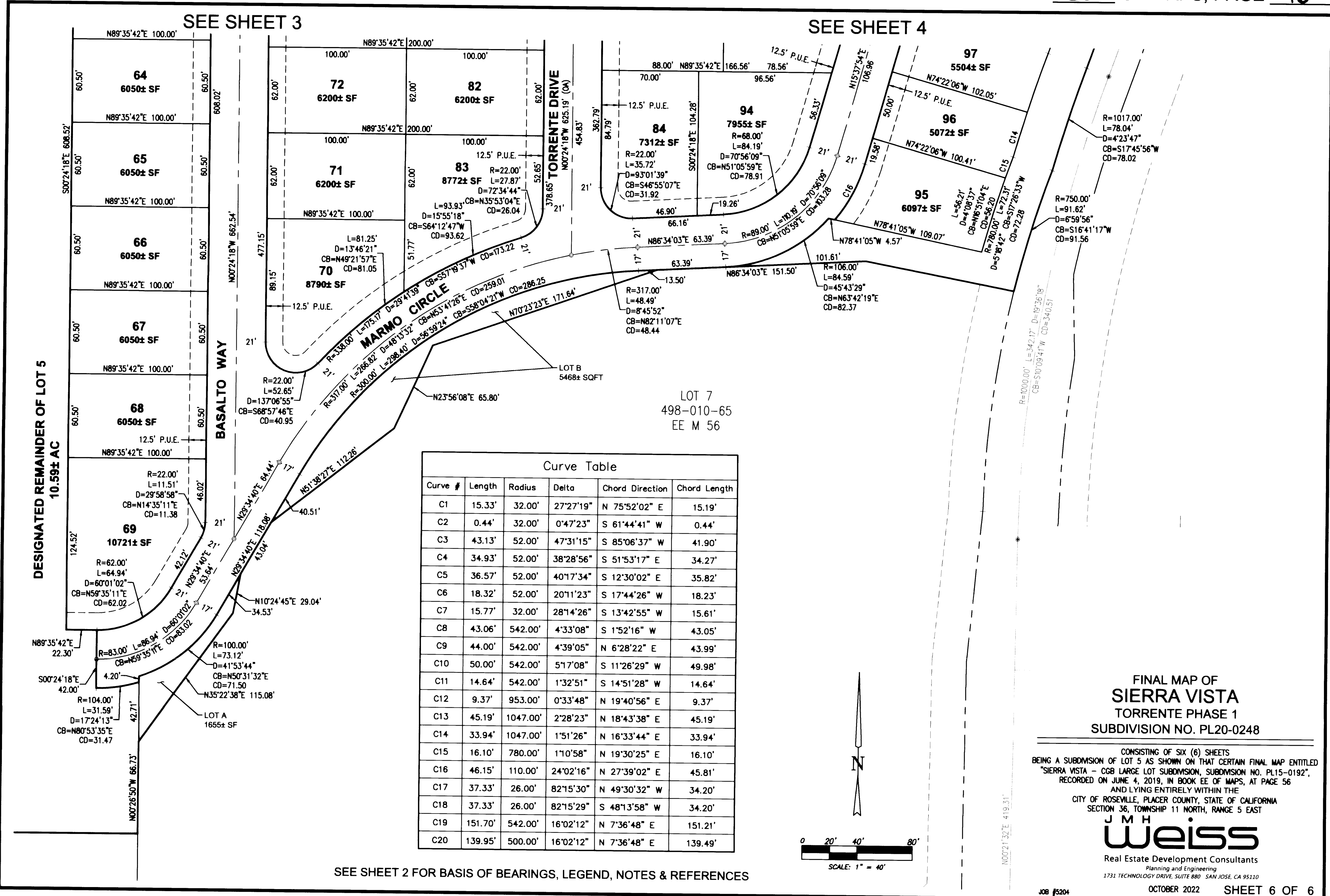
FINAL MAP OF
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SUBDIVISION NO. PL20-0248

CONSISTING OF SIX (6) SHEETS
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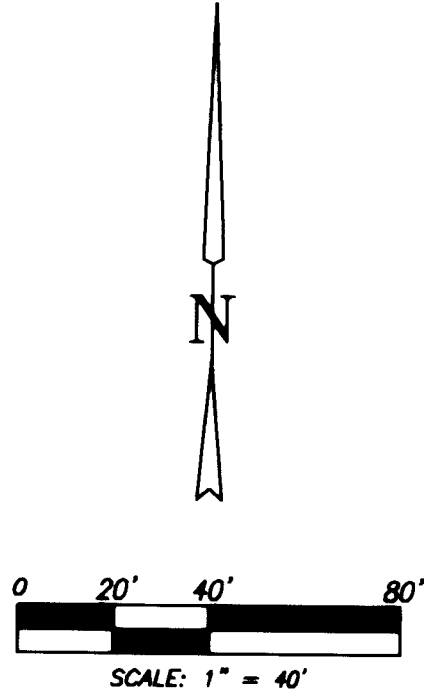
J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

OCTOBER 2022 SHEET 5 OF 6





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FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 1
SUBDIVISION NO. PL20-0248

CONSISTING OF SIX (6) SHEETS
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J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 - SAN JOSE, CA 95110



COUNCIL COMMUNICATION

CC #: 2991

File #: 0400-04-09-1

Title: Sierra Vista Torrente - Phase 2 Project - Notice of Completion

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

Meeting Date: 10/18/2023

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Torrente - Phase 2, CWJ#190754 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andrew Druck, Sr. Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-410

NOC

Exhibit A - Vicinity Map

Final Map

RESOLUTION NO. 23-410

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA TORRENTE – 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.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Torrente – Phase 2 is hereby approved, and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 47 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Torrente - Phase 1 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction.

The surety on said project was Lexon Insurance Company (Bond No. PB03010409008)

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer 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.

Marc Stout

City Engineer
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____, Marc Stout

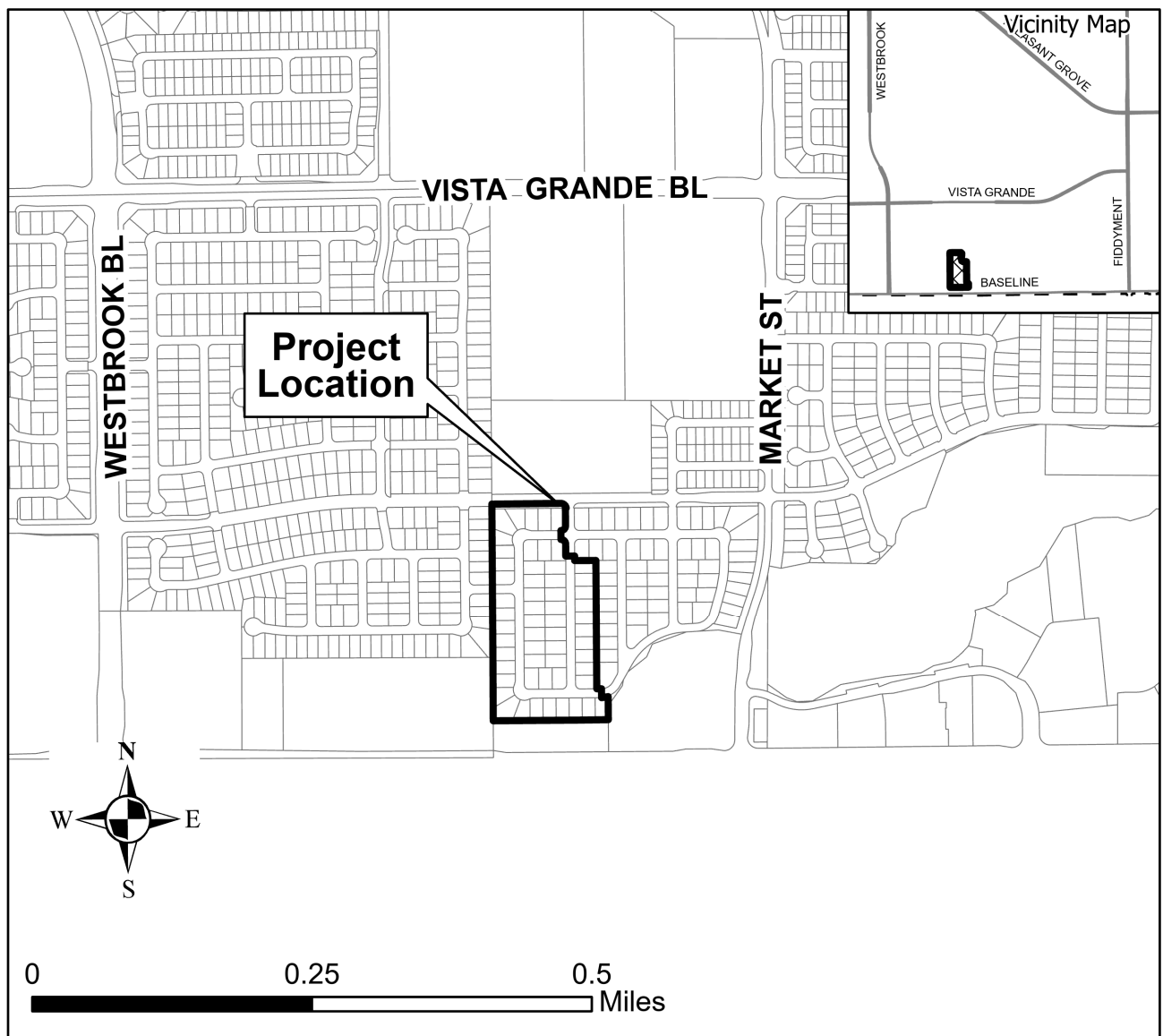
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Sierra Vista Torrente Phase 2





PLACER, County Recorder

RYAN RONCO

DOC- 2022-0092659-00

0465 0466 0467

THURSDAY, DEC 22, 2022 11:41 AM

MIC \$3.00 | AUT \$0.00 | SBS \$4.00

ERD \$0.00 | SB2 \$75.00 | MAP \$13.00

ADD \$0.00

RECORDING REQUESTED BY:

First American Title Company

Ttl Pd \$95.00 Rcpt # 03212456

CLK6B9SJ93/DB/1-5

TYPE OF MAP: Subdivision Map, City of Roseville

BOOK: GG PAGE: 47

NAME: Sierra Vista Torrente Phase 2
Anthem United Torrente Homes Limited Partnership

TRUSTEE: Western Alliance Bank

TOWNSHIP: 11N RANGE: 05E SECTION: 36

NO. OF SHEETS: 5

Sierra Vista Torrente Phase 1 – Book GG Page 46

OWNER'S STATEMENT

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

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

- A. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE STREETS SHOWN HEREON AS MARMO CIRCLE, PINDOS WAY, AND CARBONE DRIVE AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- A. AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS MARMO CIRCLE, PINDOS WAY, AND CARBONE DRIVE.

ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: ANTHEM UNITED TORRENTE HOMES MANAGEMENT LLC,
A WASHINGTON LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: Brian Moore

NAME: BRIAN MOORE
TITLE: VICE PRESIDENT

BY: Matt Gustus

NAME: MATT GUSTUS
TITLE: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Placer

ON October 26, 2022, BEFORE ME, Bonnie Kwan A NOTARY PUBLIC, PERSONALLY APPEARED, Brian Moore WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: Bonnie Kwan

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Placer

MY COMMISSION EXPIRES: 12/27/2023

MY COMMISSION NO.: 2317317

NOTARY'S ACKNOWLEDGMENT

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MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Placer

MY COMMISSION EXPIRES: 12/27/2023

MY COMMISSION NO.: 2317317

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA BASELINE DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY APRIL 15, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

J.M.H. WEISS, INC.
[Signature]

KEVIN WEISS, PLS 7139
EXPIRATION DATE:

DATE: 10-25-2022



CITY ENGINEER'S STATEMENT

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

[Signature] DATE: 10/27/22

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022
2024

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature] DATE: 11/17/22

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED SUBJECT TO IMPROVEMENT THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION.

[Signature]
CITY CLERK, CITY OF ROSEVILLE

DATE: 12/8/2022 BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF DECEMBER, 2022, AT 11:41 A.M. IN BOOK GG OF MAPS, AT PAGE 47, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF J.M.H. WEISS, INC.

Ryan Boko DOCUMENT NO.: 2022-0092659
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: D. Butcher FEE: \$ 95.00
DEPUTY

FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 2
SUBDIVISION NO. PL20-0248

CONSISTING OF FIVE (5) SHEETS BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA TORRENTE PHASE 1, SUBDIVISION NO. PL20-0248", RECORDED ON 12/27/2022, IN BOOK GG OF MAPS, AT PAGES 46

AND LYING ENTIRELY WITHIN THE
CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA
SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

TRUSTEE'S STATEMENT

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED JUNE 8, 2022 AS INSTRUMENT NUMBER 2022-0047631-00, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: Jenna White
PRINTED NAME: Jenna White
DATE: 10/24/2022
BY: Tomas Fach
PRINTED NAME: Tomas Fach
DATE: 10/24/2022

NOTARY'S ACKNOWLEDGMENT

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

STATE OF ~~CALIFORNIA~~ ARIZONA
COUNTY OF PINAL

ON 10/24/2022, BEFORE ME, George E Tzouganos A NOTARY PUBLIC, PERSONALLY APPEARED, Jenna White, 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~~ ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: GEORGE TZOUGANOS

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: PINAL

MY COMMISSION EXPIRES: MAY 12, 2026

MY COMMISSION NO.: 628727

NOTARY'S ACKNOWLEDGMENT

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

STATE OF ~~CALIFORNIA~~ ARIZONA
COUNTY OF PINAL

ON 10/24/2022, BEFORE ME, George Tzouganos A NOTARY PUBLIC, PERSONALLY APPEARED, Tomas Fach, 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~~ ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: GEORGE TZOUGANOS

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: PINAL

MY COMMISSION EXPIRES: MAY 12, 2026

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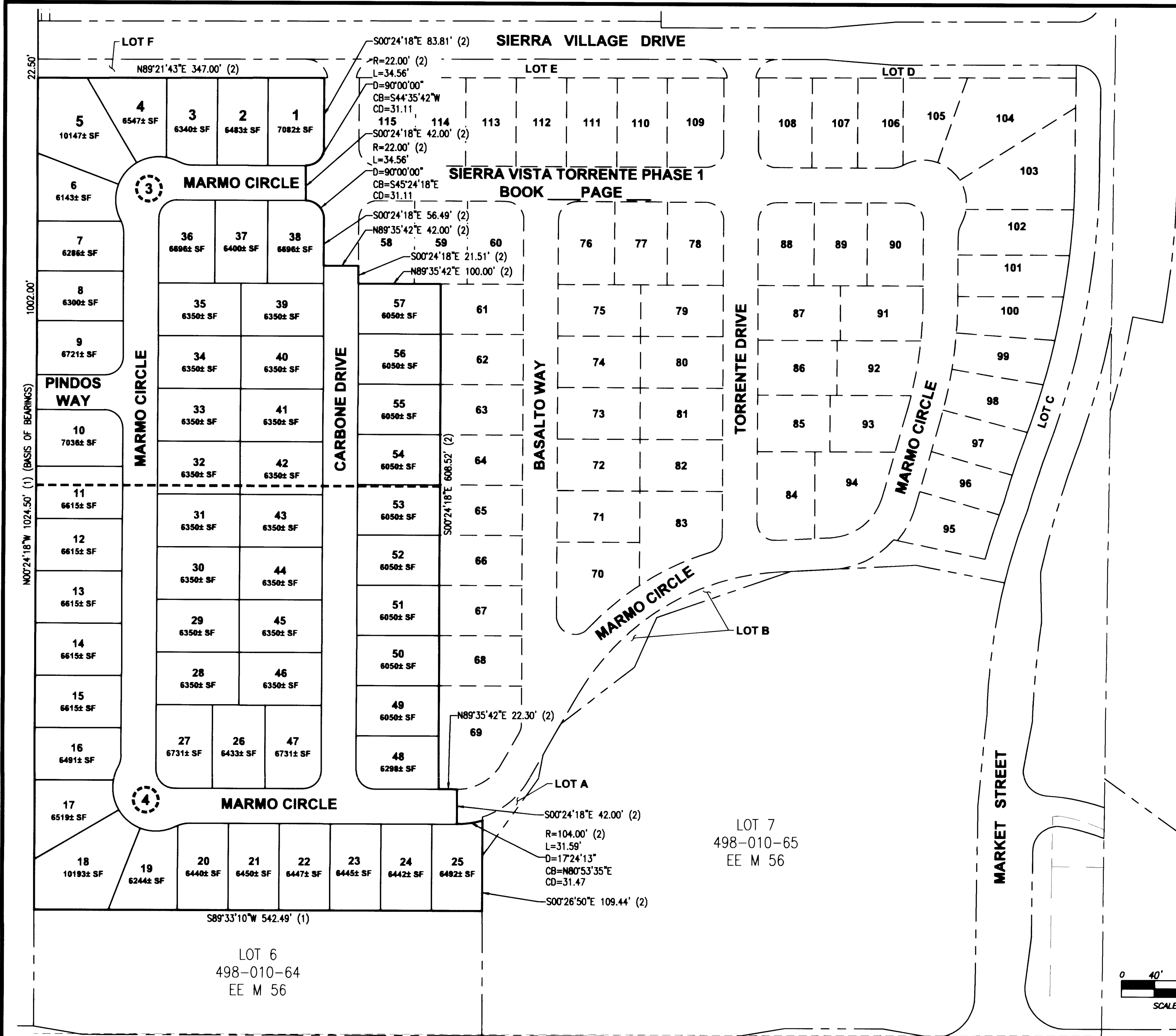
FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 2
SUBDIVISION NO. PL20-0248

CONSISTING OF FIVE (5) SHEETS BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA TORRENTE PHASE I, SUBDIVISION NO. PL20-0248", RECORDED ON 12/12/2022, IN BOOK 66 OF MAPS, AT PAGES 46

AND LYING ENTIRELY WITHIN THE
CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA
SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

J M H
Weiss

Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110



LEGEND & ABBREVIATIONS

- TRACT MAP BOUNDARY
- NEW RIGHT-OF-WAY LINE
- NEW LOT LINE
- EXISTING LOT LINE
- CENTERLINE / MONUMENT LINE, AS NOTED
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- TIE LINES
- RECORD CITY MONUMENT, AS NOTED
- SET STANDARD CITY MONUMENT, LS 7139
- BOUNDARY
- CHORD BEARING
- CHORD DISTANCE
- OVERALL
- P.U.E.
- PUBLIC UTILITY EASEMENT
- (R)
- RADIAL BEARING
- ()
- DENOTES RECORD INFORMATION
- DIMENSION POINT NOTHING SET OR FOUND
- REFERENCE SHEET NUMBER

NOTES:

- THE TOTAL AREA OF THIS SUBDIVISION IS 10.59± ACRES, GROSS, CONSISTING OF 57 RESIDENTIAL LOTS.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7139" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 3/8" REBAR AND PLASTIC CAP STAMPED "LS 7139".
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL & ASSOCIATES DATED MAY 26, 2021 PROJECT NUMBER 13137.01 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-951.

BASIS OF BEARINGS:

THE BEARING N 00°24'18" W, BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

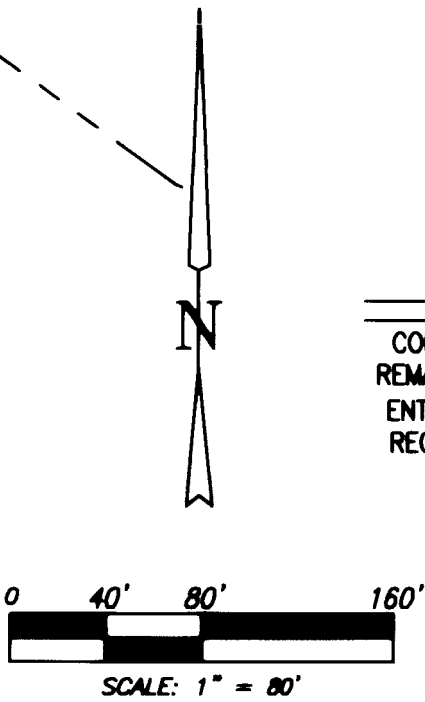
REFERENCES:

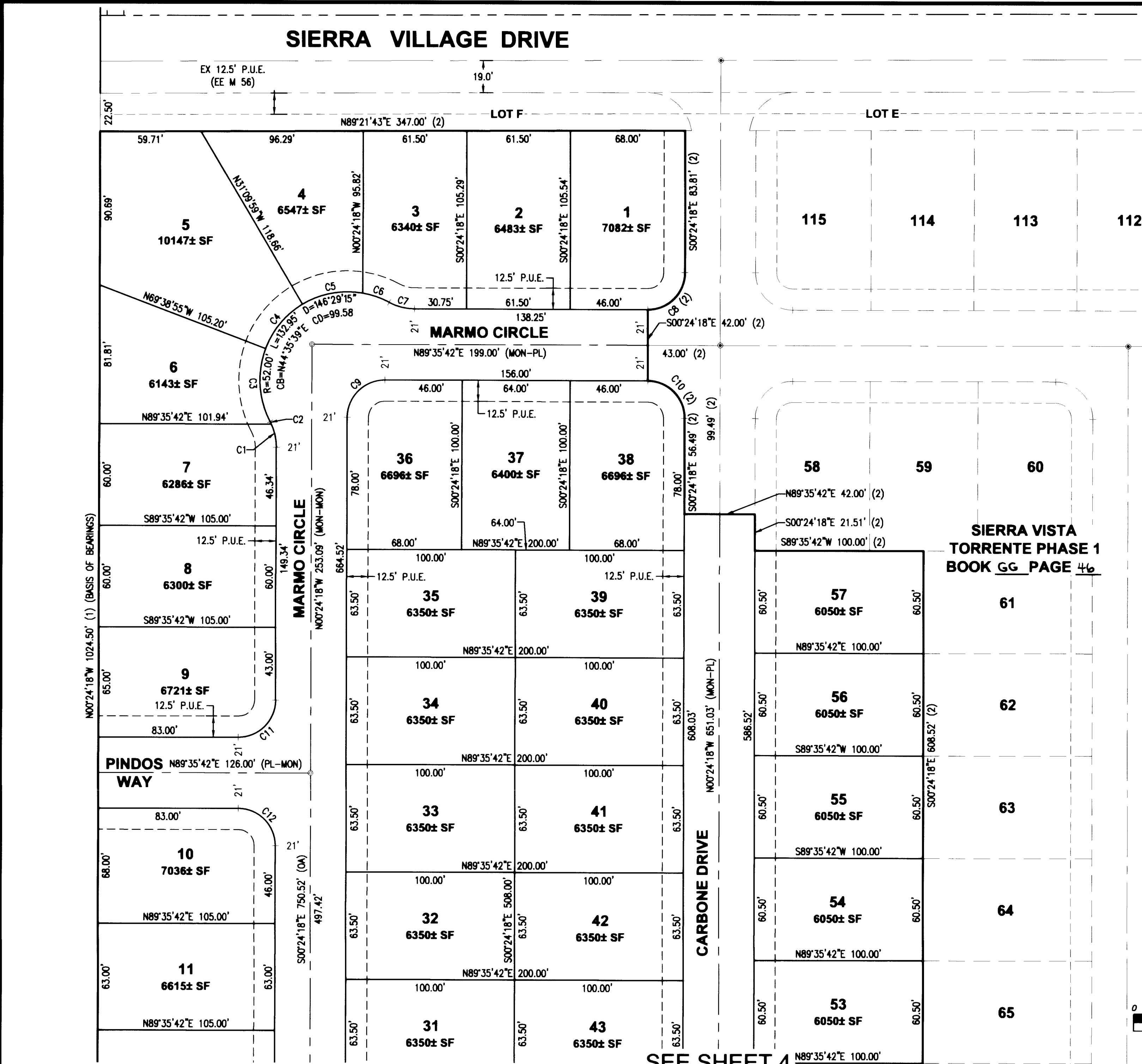
- (1) EE MAPS 56
- (2) ~~66~~ MAPS ~~46~~ (TORRENTE PHASE 1)

FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 2
SUBDIVISION NO. PL20-0248

CONSISTING OF FIVE (5) SHEETS BEING A SUBDIVISION OF THE DESIGNATED REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA TORRENTE PHASE 1, SUBDIVISION NO. PL20-0248", RECORDED ON 12/12/2022, IN BOOK 66 OF MAPS, AT PAGES 46 AND LYING ENTIRELY WITHIN THE CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110





Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	14.11'	32.00'	25°15'47"	S13°02'12"E	14.00'
C2	1.67'	32.00'	2°58'53"	N27°09'32"W	1.66'
C3	44.47'	52.00'	49°00'04"	N4°08'57"W	43.13'
C4	34.93'	52.00'	38°28'56"	N39°35'33"E	34.27'
C5	36.96'	52.00'	40°43'46"	S79°11'54"W	36.19'
C6	16.59'	52.00'	18°16'28"	N71°17'58"W	16.52'
C7	15.77'	32.00'	28°14'34"	S76°17'01"E	15.61'
C8	34.56'	22.00'	90°00'00"	N44°35'42"E	31.11'
C9	34.56'	22.00'	90°00'00"	S44°35'42"W	31.11'
C10	34.56'	22.00'	90°00'00"	N45°24'18"W	31.11'
C11	34.56'	22.00'	90°00'00"	N44°35'42"E	31.11'
C12	34.56'	22.00'	90°00'00"	N45°24'18"W	31.11'

SIERRA VISTA
TORRENTE PHASE 1
BOOK GG PAGE 46

FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 2
SUBDIVISION NO. PL20-0248

CONSISTING OF FIVE (5) SHEETS BEING A SUBDIVISION OF THE DESIGNATED
REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP
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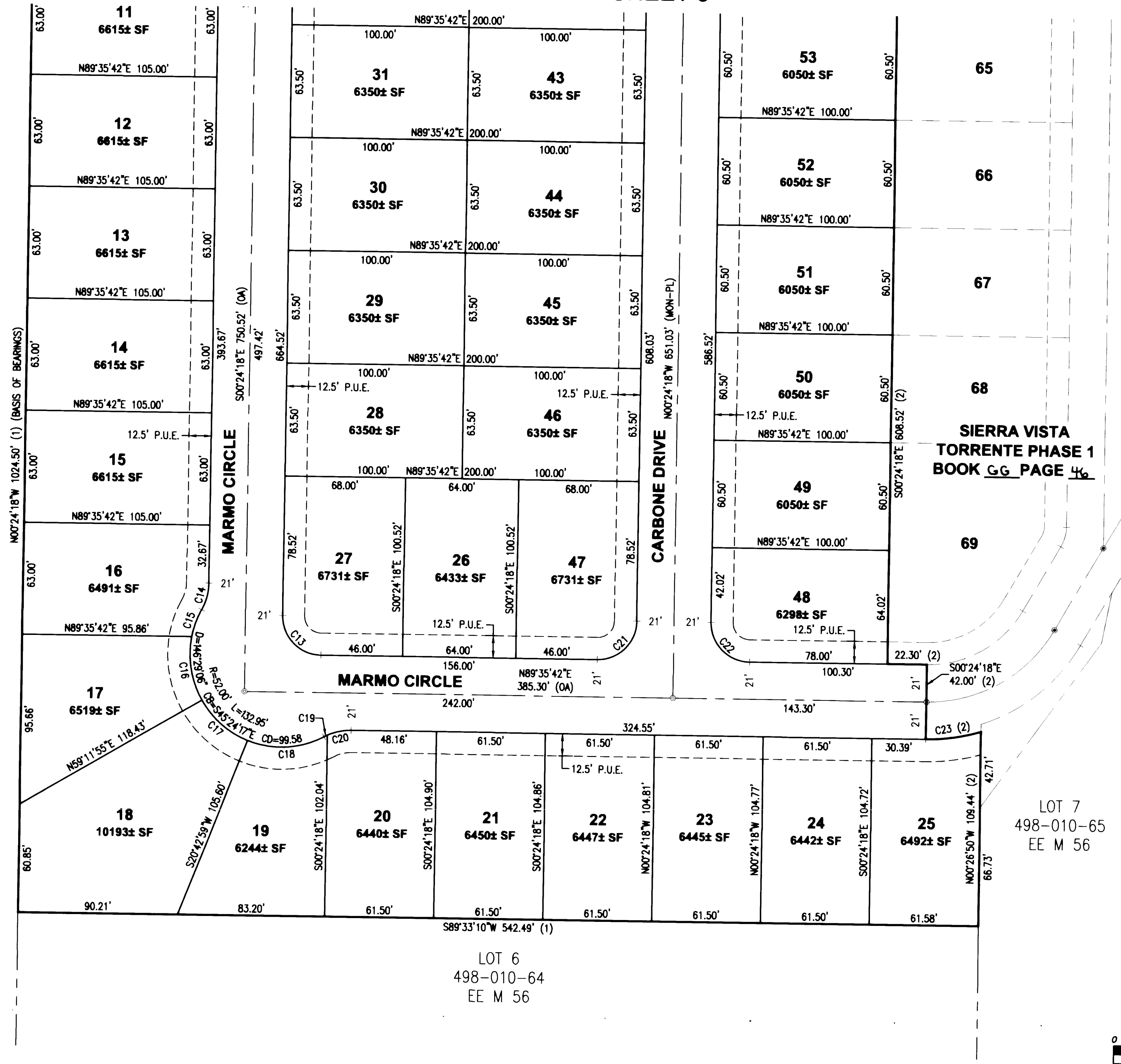
J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95130

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

SEE SHEET 4

SEE SHEET 3

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C13	34.56'	22.00'	90°00'00"	S45°24'18"E	31.11'
C14	15.77'	32.00'	28°14'34"	N13°42'59"E	15.61'
C15	16.16'	52.00'	17°48'05"	S18°56'14"W	16.09'
C16	37.06'	52.00'	40°50'16"	S10°22'57"E	36.28'
C17	34.93'	52.00'	38°28'56"	S50°02'33"E	34.27'
C18	44.80'	52.00'	49°21'49"	S86°02'04"W	43.43'
C19	2.01'	32.00'	3°36'19"	S63°09'19"W	2.01'
C20	13.76'	32.00'	24°38'13"	S77°16'35"W	13.65'
C21	34.56'	22.00'	90°00'00"	N44°35'42"E	31.11'
C22	34.56'	22.00'	90°00'00"	S45°24'18"E	31.11'
C23	31.59'	104.00'	17°24'13"	N80°53'35"E	31.47'



FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 2
SUBDIVISION NO. PL20-0248

CONSISTING OF FIVE (5) SHEETS BEING A SUBDIVISION OF THE DESIGNATED
REMAINDER LOT AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP
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Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

SCALE: 1" = 40'

JOB #5204 OCTOBER 2022 SHEET 5 OF 5

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



COUNCIL COMMUNICATION

CC #: 2989

File #: 0400-04-09-1

Title: Sierra Vista Torrente - Phase 3 Project - Notice of Completion

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

Meeting Date: 10/18/2023

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Torrente - Phase 3, CWJ#190755 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andrew Druck, Sr. Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-408

NOC

Exhibit A - Vicinity Map

Final Map

RESOLUTION NO. 23-408

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA TORRENTE – PHASE 3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Torrente – Phase 3 is hereby approved, and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 48 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Torrente - Phase 1 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction.

The surety on said project was Lexon Insurance Company (Bond No. PB03010409008)

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer 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.

Marc Stout

City Engineer
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____, Marc Stout

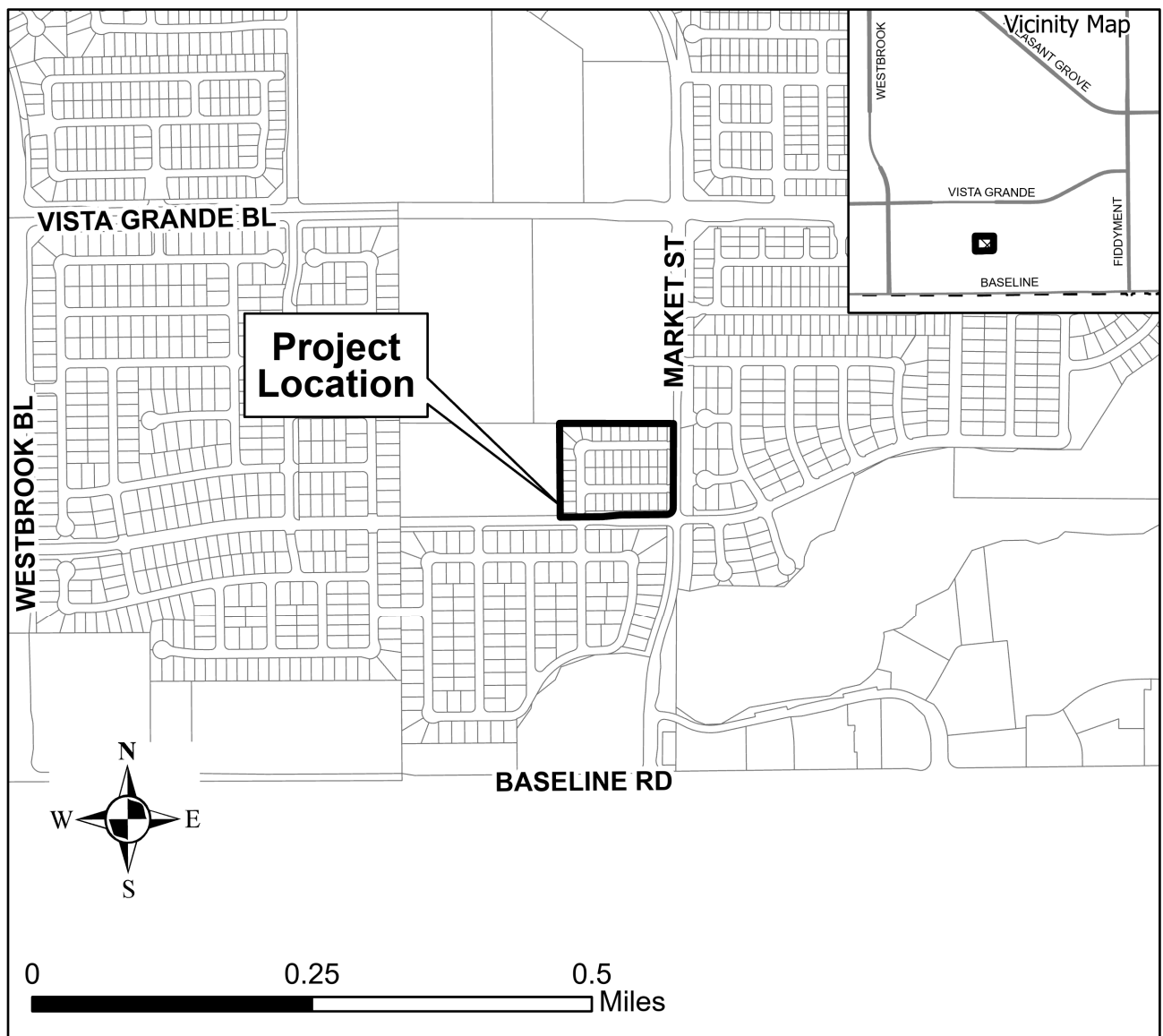
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Sierra Vista Torrente Phase 3





PLACER, County Recorder
RYAN RONCO
DOC- 2022-0092661-00
0465 0466 0467

RECORDING REQUESTED BY:

First American Title Company

THURSDAY, DEC 22, 2022 11:41 AM
MIC \$3.00 | AUT \$0.00 | SBS \$3.00
ERD \$0.00 | SB2 \$75.00 | MAP \$11.00
ADD \$0.00
Ttl Pd \$92.00 Rcpt # 03212456
CLK6B9SJ93/DB/1-4

TYPE OF MAP: Subdivision Map, City of Roseville

BOOK: GG PAGE: 48

NAME: Sierra Vista Torrente Phase 3
Anthem United Torrente Homes Limited Partnership

TRUSTEE: Western Alliance Bank

TOWNSHIP: 11N RANGE: 05E SECTION: 36

NO. OF SHEETS: 4

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 3" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- A. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E AND THE STREETS SHOWN HEREON AS TORRENTE DRIVE AND GRANITO WAY AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- A. AS PUBLIC RIGHT OF WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS TORRENTE DRIVE AND GRANITO WAY.
- B. LOTS A, B, C, D, AND E SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHT OF WAY.

ANTHEM UNITED TORRENTE HOMES LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: ANTHEM UNITED TORRENTE HOMES MANAGEMENT LLC,
A WASHINGTON LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: Brian Moore

NAME: BRIAN MOORE
TITLE: VICE PRESIDENT

BY: Matt Gustus

NAME: MATT GUSTUS
TITLE: VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

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STATE OF CALIFORNIA
COUNTY OF Placer

ON October 26, 2022, BEFORE ME, Bonnie Kwan A NOTARY PUBLIC, PERSONALLY APPEARED, Brian Moore, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: Bonnie Kwan

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Placer

MY COMMISSION EXPIRES: 12/27/2023

MY COMMISSION NO.: 2317317

NOTARY'S ACKNOWLEDGMENT

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STATE OF CALIFORNIA
COUNTY OF Placer

ON THE October 26, 2022, BEFORE ME, Bonnie Kwan A NOTARY PUBLIC, PERSONALLY APPEARED, Matt Gustus, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: Bonnie Kwan

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: Placer

MY COMMISSION EXPIRES: 12/27/2023

MY COMMISSION NO.: 2317317

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 3" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF SIERRA BASELINE DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY APRIL 15, 2024 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

J.M.H. WEISS, INC.
[Signature]

KEVIN WEISS, PLS 7139
EXPIRATION DATE:

DATE: 10-25-2022



CITY ENGINEER'S STATEMENT

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

[Signature] DATE: 10/27/22

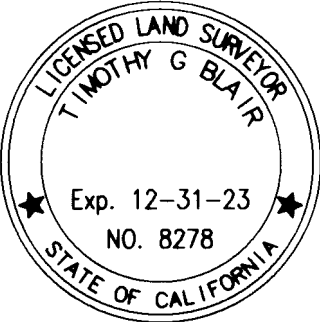
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, ~~2022~~ 2024

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 3" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature] DATE: 11/17/22

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VISTA - TORRENTE PHASE 3", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED SUBJECT TO IMPROVEMENT LOTS A, B, C, D, AND E AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION.

[Signature]
CITY CLERK, CITY OF ROSEVILLE

DATE: 12/8/2022 BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF DECEMBER, 2022, AT 11:41 A.M. IN BOOK GG OF MAPS, AT PAGE 48, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF J.M.H. WEISS, INC.

Ryan Benko DOCUMENT NO.: 2022-0092661
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: D. Butcher FEE: \$ 92.00
DEPUTY

FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 3
SUBDIVISION NO. PL20-0248

CONSISTING OF FOUR (4) SHEETS
BEING A SUBDIVISION OF LOT 4 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - CGB LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", RECORDED ON JUNE 4, 2019, IN BOOK EE OF MAPS, AT PAGE 56 AND LYING ENTIRELY WITHIN THE CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110

TRUSTEE'S STATEMENT

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED JUNE 8, 2022 AS INSTRUMENT NUMBER 2022-0047631-00, OFFICIAL RECORDS OF PLACER COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: Jenna White
PRINTED NAME: Jenna White
DATE: 10/24/2022

BY: T. Fach
PRINTED NAME: Tomas Fach
DATE: 10/24/2022

NOTARY'S ACKNOWLEDGMENT

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

STATE OF ~~CALIFORNIA~~ ARIZONA
COUNTY OF PINAL

ON 10/24/2022, BEFORE ME, GEORGE TZOUNGANOS A NOTARY PUBLIC, PERSONALLY APPEARED, Jenna White, 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~~ ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: GEORGE TZOUNGANOS

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: PINAL

MY COMMISSION EXPIRES: MAY 12, 2026

MY COMMISSION NO.: 628727

NOTARY'S ACKNOWLEDGMENT

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

STATE OF ~~CALIFORNIA~~ ARIZONA
COUNTY OF PINAL

ON 10/24/2022, BEFORE ME, GEORGE TZOUNGANOS A NOTARY PUBLIC, PERSONALLY APPEARED, TOMAS FACH, 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~~ ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: [Signature]

PRINTED NAME: GEORGE TZOUNGANOS

MY PRINCIPAL PLACE OF BUSINESS IS THE COUNTY OF: PINAL

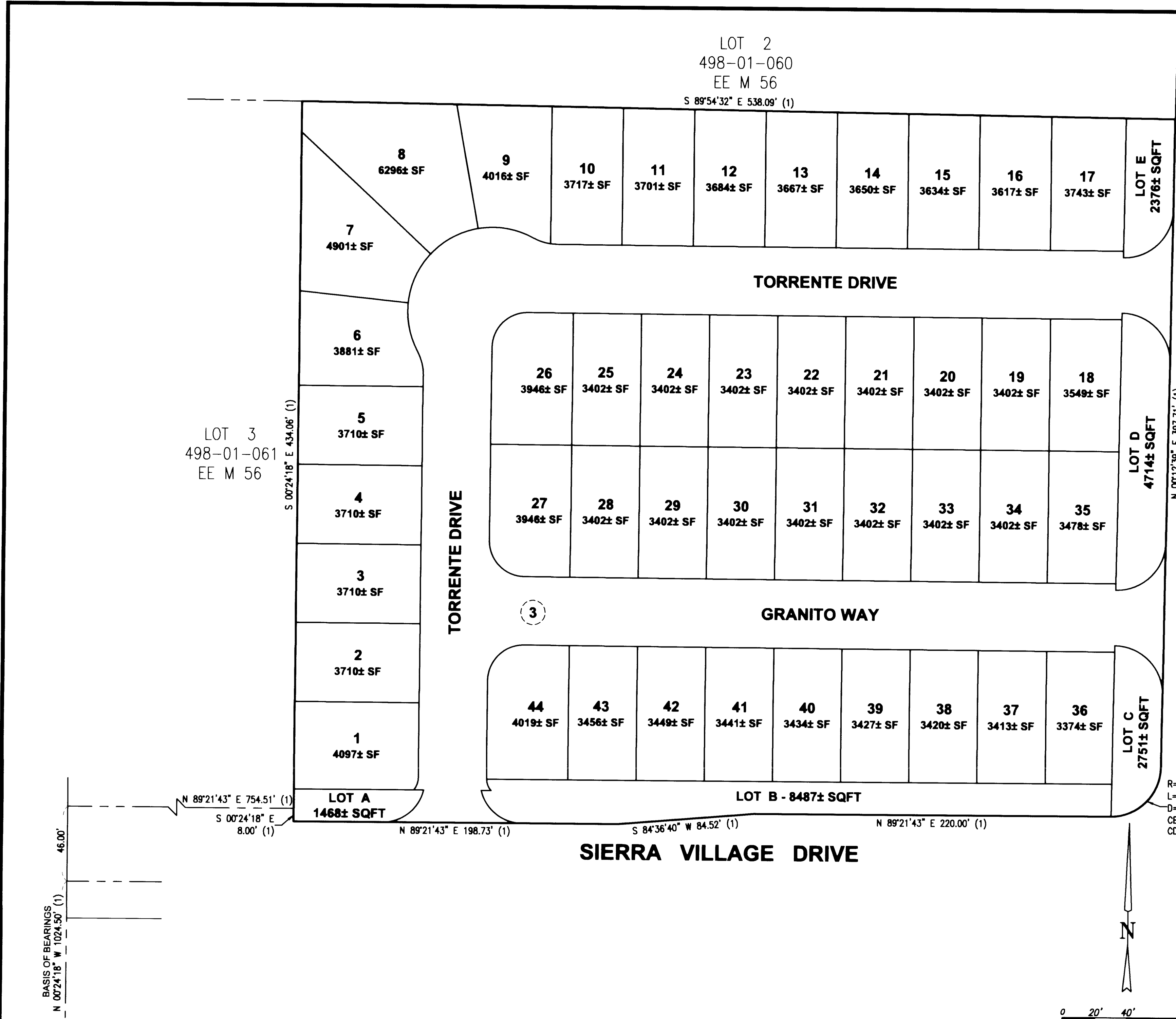
MY COMMISSION EXPIRES: MAY 12, 2026

MY COMMISSION NO.: 628727

FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 3
SUBDIVISION NO. PL20-0248

CONSISTING OF FOUR (4) SHEETS
BEING A SUBDIVISION OF LOT 4 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - CGB LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", RECORDED ON JUNE 4, 2019, IN BOOK EE OF MAPS, AT PAGE 56 AND LYING ENTIRELY WITHIN THE CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110



LEGEND & ABBREVIATIONS

---	TRACT MAP BOUNDARY
---	NEW RIGHT-OF-WAY LINE
---	NEW LOT LINE
---	CENTERLINE / MONUMENT LINE, AS NOTED
---	EXISTING EASEMENT LINE
---	NEW EASEMENT LINE
---	TIE LINES
⊙	RECORD CITY MONUMENT, AS NOTED
⊙	SET STANDARD CITY MONUMENT, LS 7139
BNDY	BOUNDARY
CB	CHORD BEARING
CD	CHORD DISTANCE
(PL-M)	PROPERTY LINE TO MONUMENT
(M-M)	MONUMENT TO MONUMENT
(OA)	OVERALL
P.E.	PASEO EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
()	DENOTES RECORD INFORMATION
	DIMENSION POINT NOTHING SET OR FOUND
4	REFERENCE SHEET NUMBER

- NOTES**
1. THE TOTAL AREA OF THIS SUBDIVISION IS 5.34± ACRES, GROSS, CONSISTING OF 44 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS.
 2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
 3. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7139" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 4. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 7139".
 5. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE-KUHL & ASSOCIATES DATED MAY 26, 2021 PROJECT NUMBER 13137.01 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-951.

BASIS OF BEARINGS

THE BEARING N 00°24'18" W, BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 5 EAST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY NO. 3221" RECORDED JULY 24, 2015 IN BOOK 22 OF SURVEYS, AT PAGE 135, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

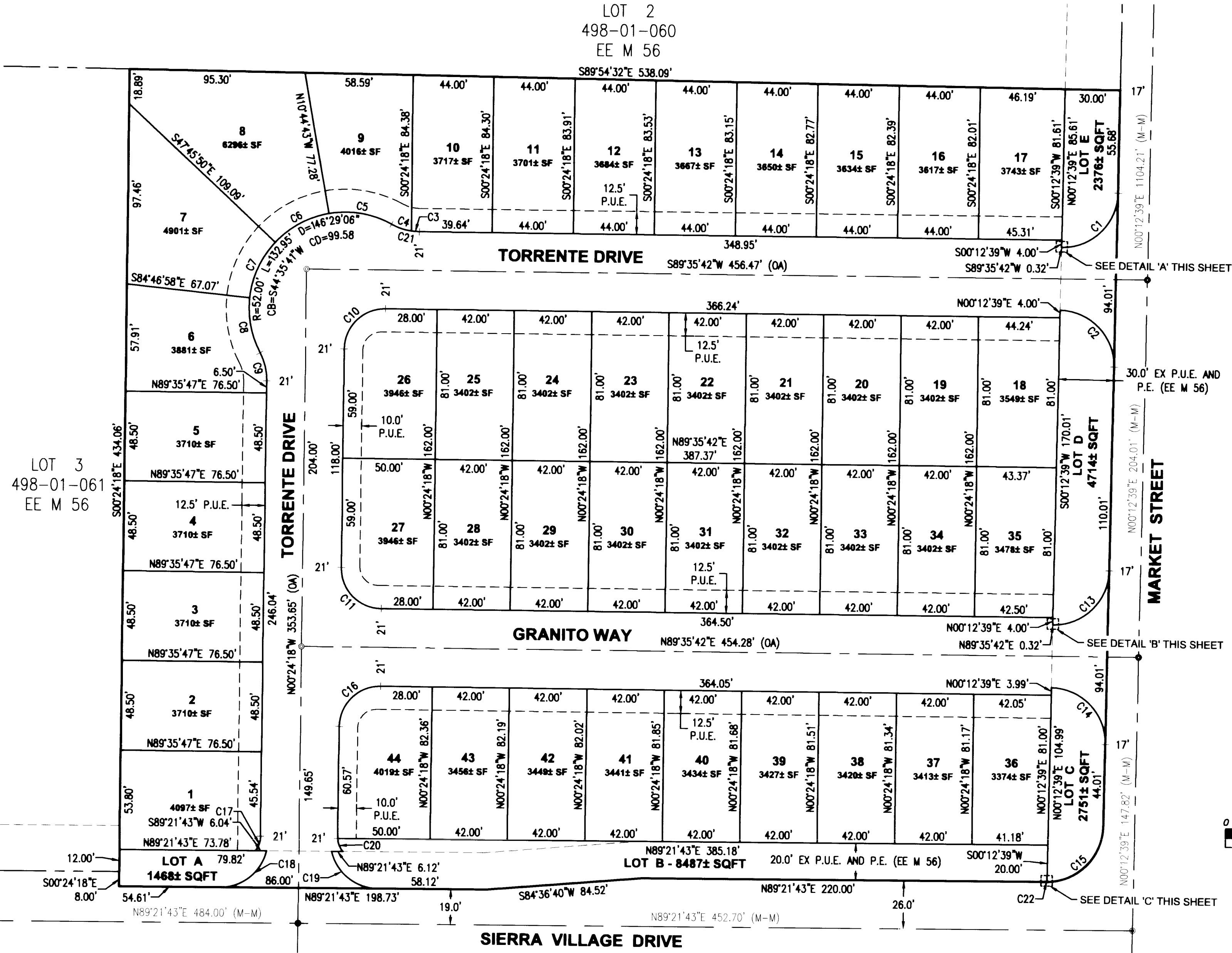
REFERENCES:

(1) EE MAPS 56

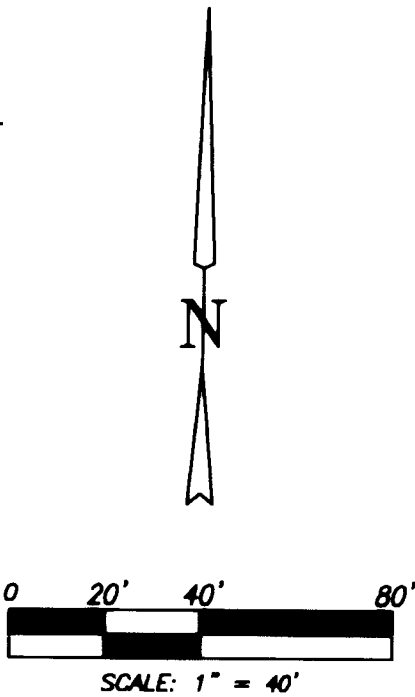
**FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 3
SUBDIVISION NO. PL20-0248**

CONSISTING OF FOUR (4) SHEETS
BEING A SUBDIVISION OF LOT 4 AS SHOWN ON THAT CERTAIN FINAL MAP
ENTITLED "SIERRA VISTA - CGB LARGE LOT SUBDIVISION, SUBDIVISION NO.
PL15-0192", RECORDED ON JUNE 4, 2019, IN BOOK EE OF MAPS, AT PAGE 56
AND LYING ENTIRELY WITHIN THE
CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA
SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

**J M H
Weiss**
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95110



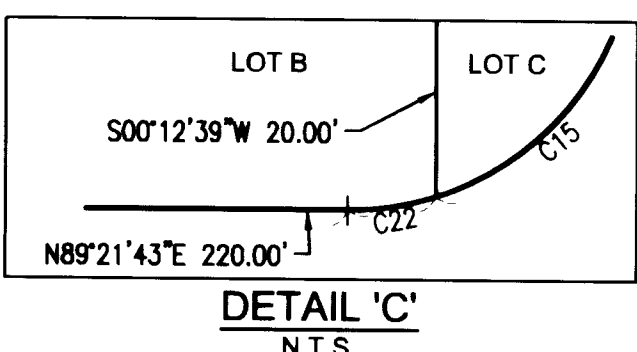
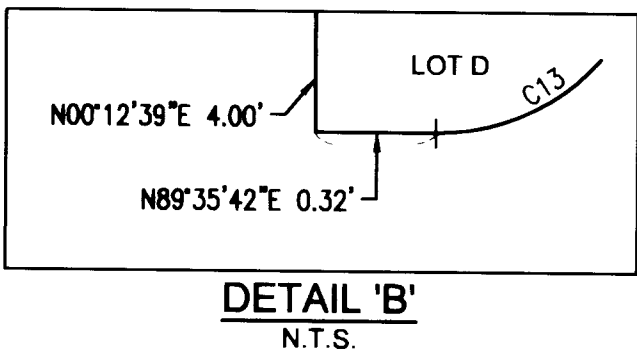
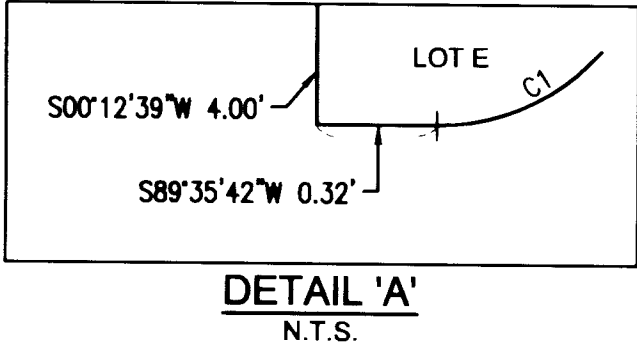
Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	46.80'	30.00'	89°23'03"	N 44°54'11" E	42.20'
C2	47.12'	30.00'	90°00'00"	N 44°47'21" W	42.43'
C3	4.38'	32.00'	7°50'21"	N 86°29'08" W	4.37'
C4	11.40'	32.00'	20°24'12"	N 72°21'51" W	11.34'
C5	35.02'	52.00'	38°34'57"	N 81°27'14" W	34.36'
C6	33.60'	52.00'	37°01'08"	N 60°44'44" E	33.02'
C7	33.60'	52.00'	37°01'08"	N 23°43'36" E	33.02'
C8	30.73'	52.00'	33°51'54"	N 11°42'55" W	30.29'
C9	15.77'	32.00'	28°14'33"	N 14°31'34" W	15.61'
C10	34.56'	22.00'	90°00'00"	S 44°35'42" W	31.11'
C11	34.56'	22.00'	90°00'00"	S 45°24'18" E	31.11'
C13	46.80'	30.00'	89°23'03"	N 44°54'11" E	42.20'
C14	47.12'	30.00'	89°59'52"	N 44°47'25" W	42.43'
C15	47.69'	31.00'	88°09'05"	N 44°17'12" E	43.13'
C16	34.56'	22.00'	90°00'00"	S 44°35'42" W	31.11'
C17	8.56'	13.00'	37°44'48"	N 18°28'06" E	8.41'
C18	34.79'	26.00'	76°39'27"	N 51°01'59" E	32.25'
C19	34.78'	26.00'	76°39'17"	S 52°18'28" E	32.25'
C20	7.74'	10.00'	44°20'06"	S 22°34'24" E	7.55'
C21	15.77'	32.00'	28°14'33"	S 76°17'02" E	15.61'
C22	0.54'	31.00'	0°59'59"	N 88°51'44" E	0.54'



FINAL MAP OF
SIERRA VISTA
TORRENTE PHASE 3
SUBDIVISION NO. PL20-0248

CONSISTING OF FOUR (4) SHEETS
BEING A SUBDIVISION OF LOT 4 AS SHOWN ON THAT CERTAIN FINAL MAP
ENTITLED "SIERRA VISTA - CGB LARGE LOT SUBDIVISION, SUBDIVISION NO.
PL15-0192", RECORDED ON JUNE 4, 2019, IN BOOK EE OF MAPS, AT PAGE 56
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CITY OF ROSEVILLE, PLACER COUNTY, STATE OF CALIFORNIA
SECTION 36, TOWNSHIP 11 NORTH, RANGE 5 EAST

J M H
Weiss
Real Estate Development Consultants
Planning and Engineering
1731 TECHNOLOGY DRIVE, SUITE 880 SAN JOSE, CA 95131



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



COUNCIL COMMUNICATION

CC #: 2990

File #: 0400-04-09-1

Title: Creekview Westbrook Boulevard Segment 4 - Notice of Completion

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

Meeting Date: 10/18/2023

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Westbrook Boulevard Segment 4, CWJ # 190666, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

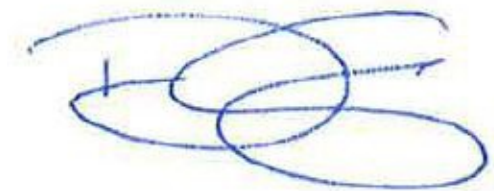
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-409

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 23-409

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW WESTBROOK BOULEVARD SEGMENT 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Westbrook Boulevard Segment 4 is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements offered for dedication on the final map of Creekview Phase 3 Large Lot Subdivision recorded in Book FF of Maps, Page 84, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Creekview Westbrook Boulevard Segment 4.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this 18th day of October 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Torrente - Phase 1 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction.

The surety on said project was Lexon Insurance Company (Bond No. PB03010409008)

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer 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.

Marc Stout

City Engineer
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____, Marc Stout

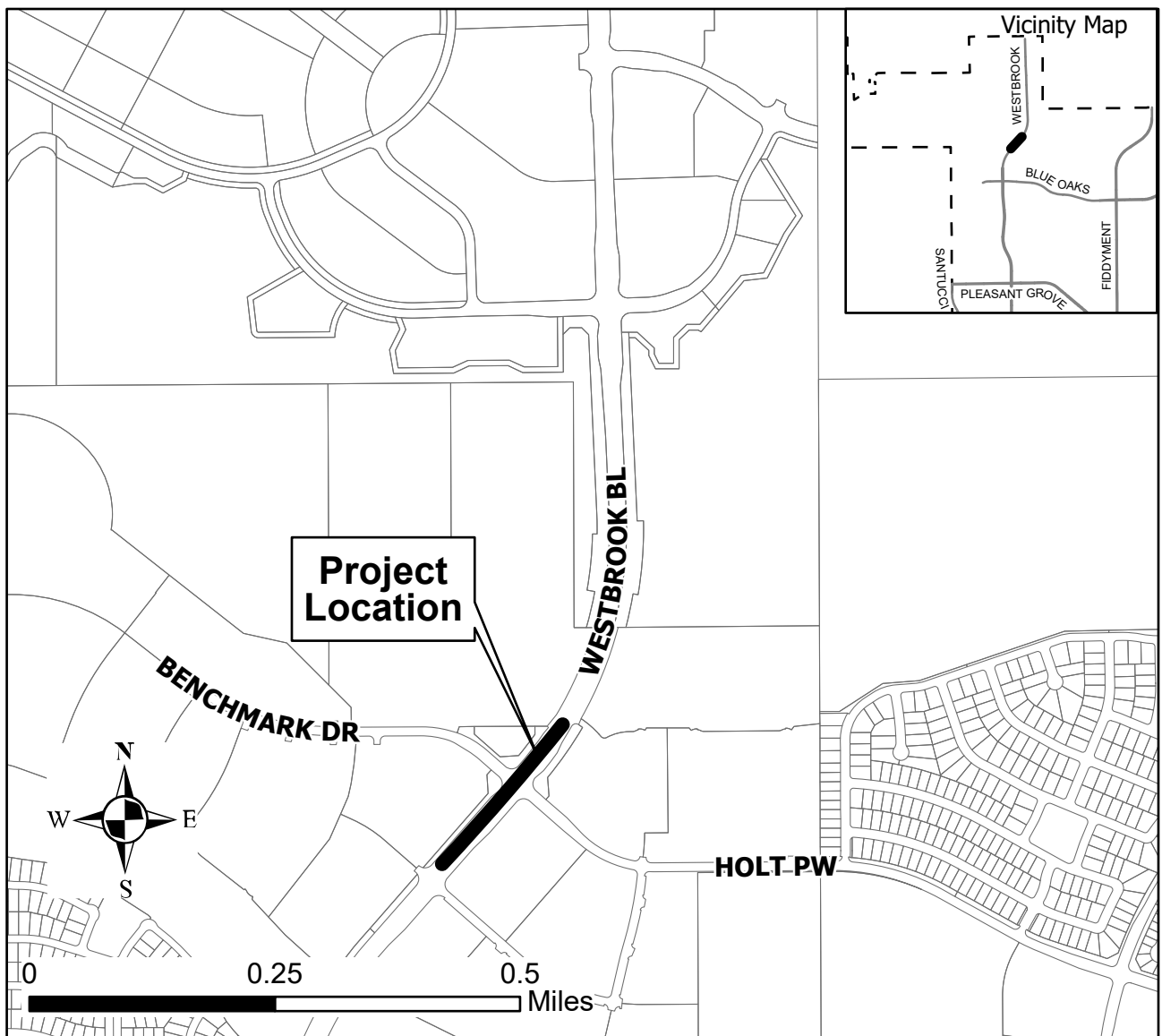
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

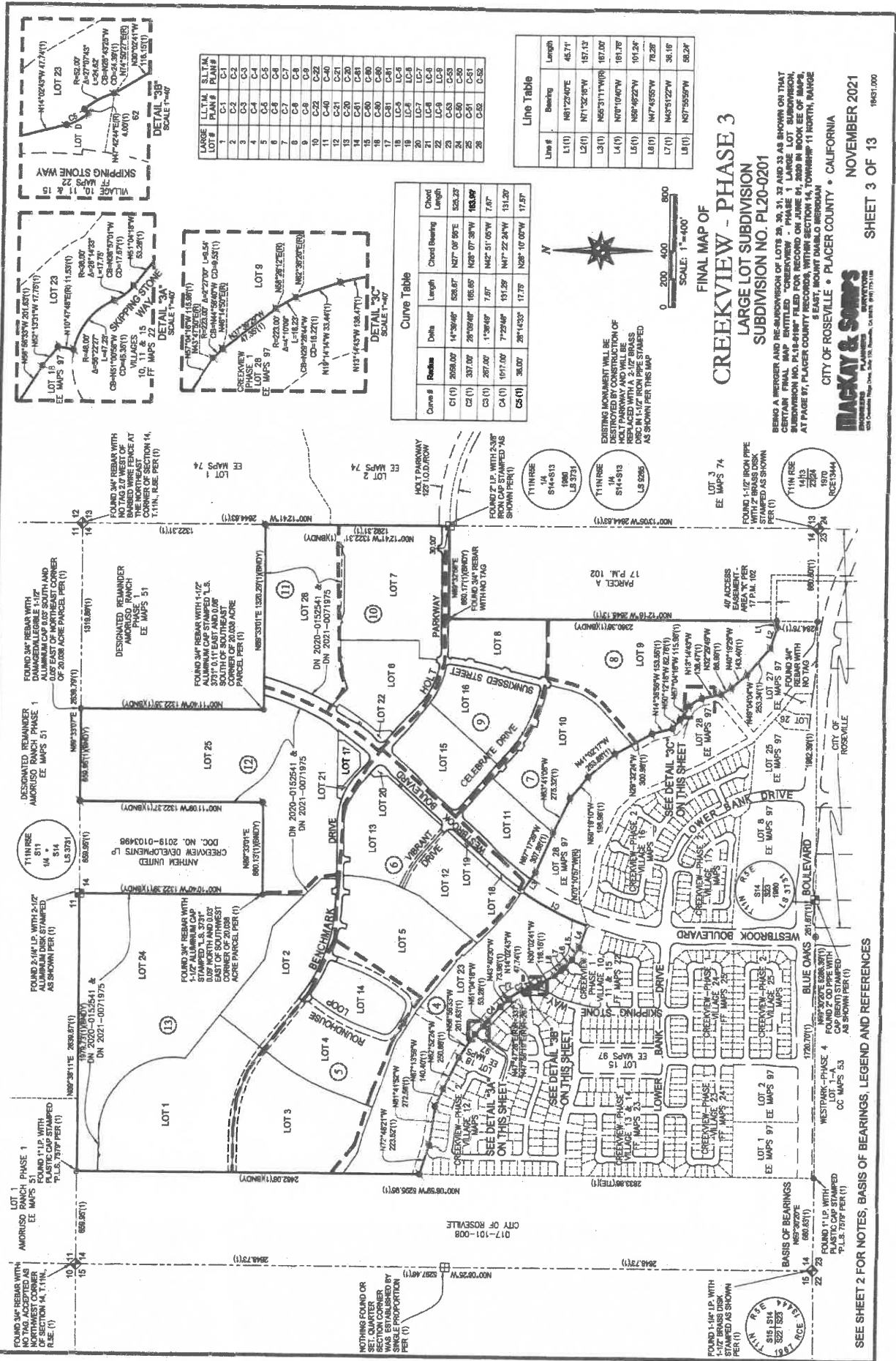
Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A : Location Map

City of Roseville Creekview Westbrook Boulevard Segment 4





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

CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

FINAL MAP OF

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
 NOVEMBER 2021
 SHEET 3 OF 13
 19651.000

BLACK & SONS
 SURVEYORS
 2000 E. 1st St., Suite 100, Roseville, CA 95751-1116
 (916) 782-1116

BEING A REVISION AND REVISION OF LOTS 25, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP WITH TITLE "CREEKVIEW - PHASE 3, LARGE LOT SUBDIVISION, SUBDIVISION NO. PL18-818" FILED FOR RECORD ON JUNE 14, 2021, IN THE OFFICE OF THE CLERK OF THE COUNTY OF PLACER, CALIFORNIA, AT PAGE 97, PLACER COUNTY RECORDS, WITH SECTION 14, TOWNSHIP 11 NORTH, RANGE 8 EAST, MOUNT Diablo MERRIAM

EXISTING MONUMENT WILL BE REPLACED BY CONSTRUCTION OF MONUMENT WITH A 2-1/2" BRASS DISC IN 1-1/2" IRON PIPE STAMPED AS SHOWN PER THIS MAP

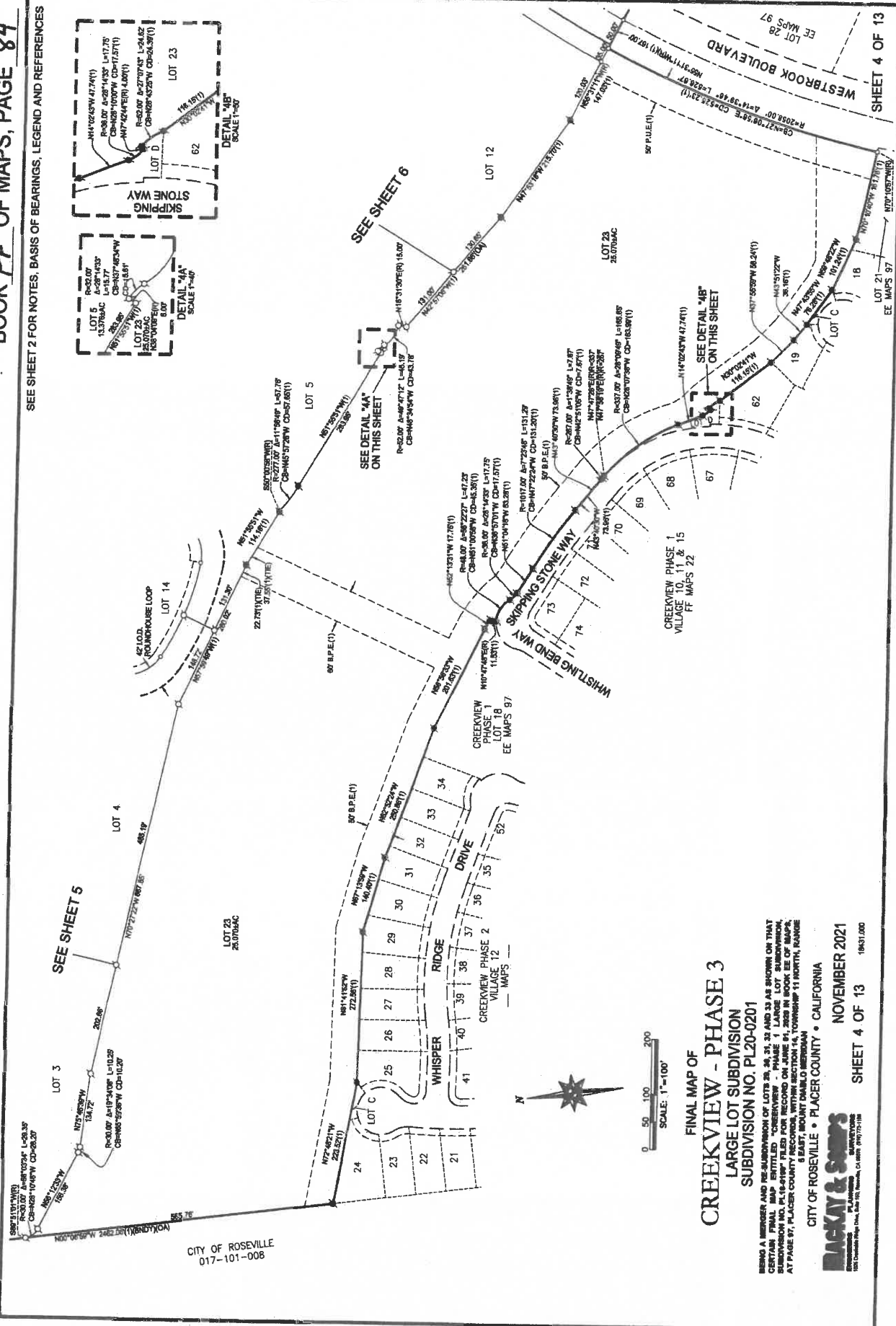
1111HSE
 S14-S13
 19651.000
 LS 3721

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 LS 3721

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 S14-S13
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 LS 3721

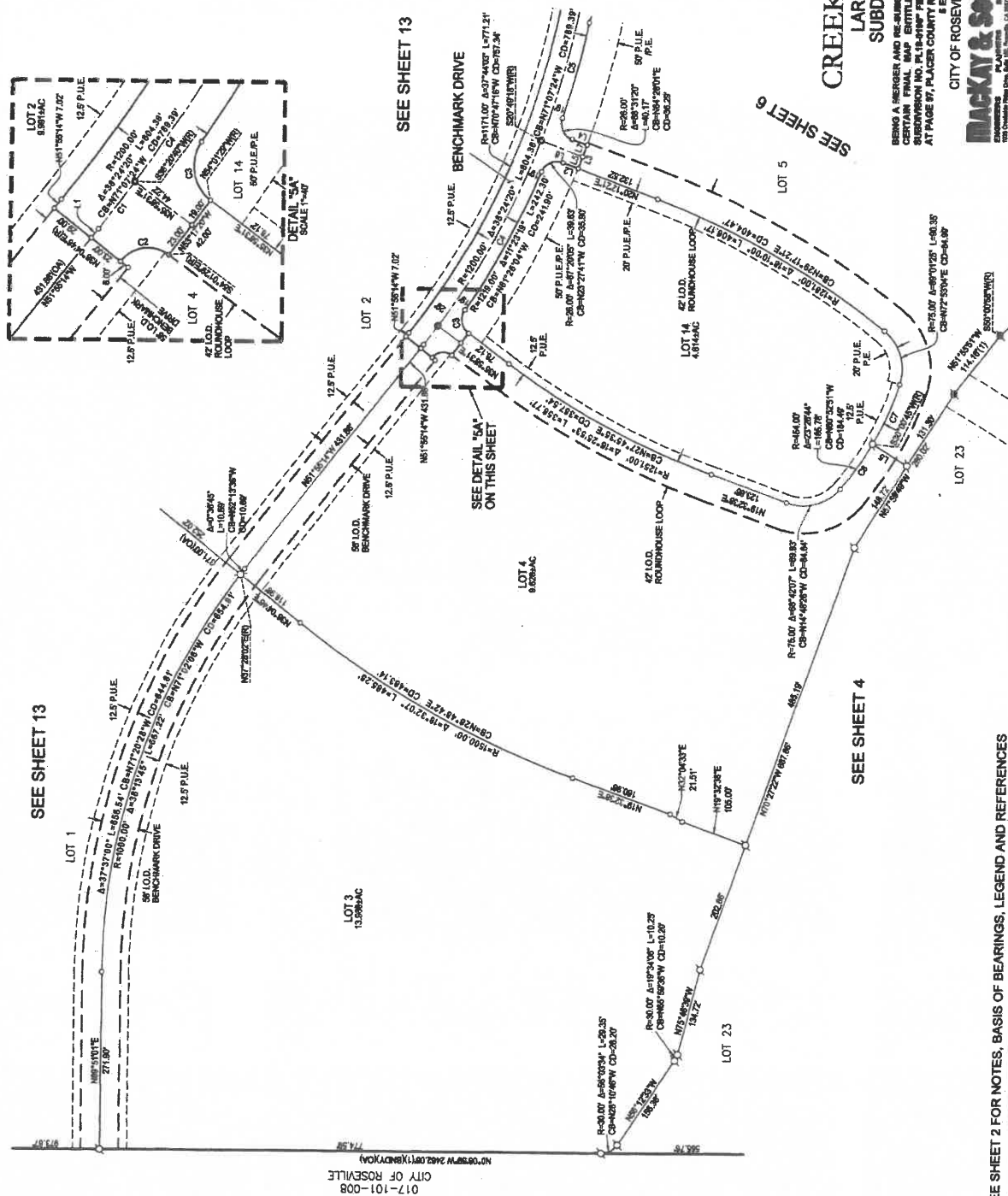
1111HSE
 S14-S13
 19651.000
 LS 3721

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



Line Table		
Line #	Bearing	Length
L1	N81°56'14"W	7.02'
L2	N20°12'21"E	24.98'
L3	N89°12'43"W	38.00'
L4	N20°12'21"E	24.40'
L5	N32°00'12"E	82.27'
L6	N20°12'21"E	68.86'
L7	N89°12'43"W	19.00'

Curve #	Radius	Dials	Length	Chord Bearing	Chord Length
C1	1200.00'	1°44'06"	38.34'	N05°47'17"W	38.34'
C2	22.00'	87°35'45"	33.75'	N67°56'21"W	30.54'
C3	28.00'	86°17'06"	40.08'	N68°07'04"E	36.22'
C4	1200.00'	1°31'22"	325.11'	N81°25'01"W	324.12'
C5	1200.00'	1°12'46"	298.94'	N74°53'09"W	296.94'
C6	454.00'	10°46'46"	65.81'	N46°34'22"W	65.85'
C7	454.00'	12°35'56"	59.97'	N68°17'44"E	60.77'



FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "GREENVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL-19-918" FILED FOR RECORD ON JUNE 01, 2000 IN BOOK EE OF MAPS, AT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

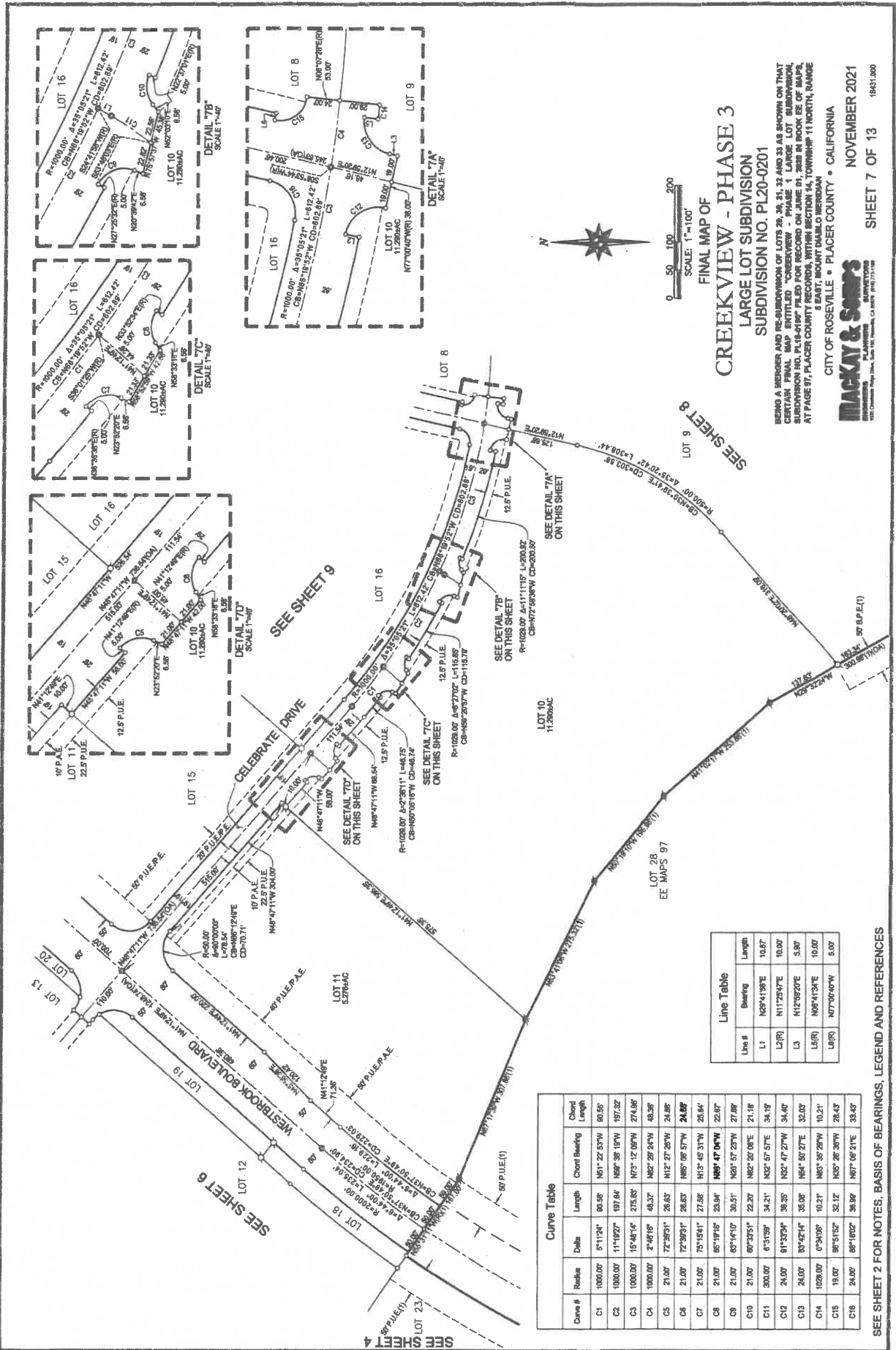
NOVEMBER 2021

SHEET 5 OF 13

16431.000

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

MACKEY & SONS
PLASTERERS
2340022293
1028 Crandall Ridge Drive, Suite 101, Alhambra, CA 91806 773-1108



Line Table		
Line #	Bearing	Length
L1	N29°41'38"E	10.87
L2(R)	N11°25'47"E	10.00
L3	N12°02'20"E	5.90
L4(R)	N09°41'34"E	10.00
L4(R)	N07°05'40"W	5.00

Curve Table			
Curve #	Radius	Length	Chord Bearing
C1	1000.00	51°12'4"	80.55
C2	1000.00	11°19'27"	197.32
C3	1000.00	15°48'4"	276.85
C4	1000.00	2°46'16"	40.37
C5	21.00	72°35'31"	26.63
C6	21.00	72°35'31"	26.63
C7	21.00	75°15'41"	27.58
C8	21.00	85°19'16"	29.94
C9	21.00	83°14'10"	30.51
C10	21.00	87°23'51"	32.21
C11	300.00	6°31'59"	34.21
C12	24.00	91°33'4"	36.35
C13	24.00	93°42'14"	36.00
C14	1020.00	0°24'10"	10.21
C15	19.00	90°31'52"	32.12
C16	24.00	88°18'02"	36.90

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

CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN MAP RECORDED IN PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 8 EAST, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

BACKAY & SONS
 PLACER COUNTY
 1000 Crocker-Hughes Blvd., Suite 100, Roseville, CA 95747
 (916) 777-1188

NOVEMBER 2021
 SHEET 7 OF 13

19431.000



FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CRENSHAW - PHASE 1 LARGE LOT SUBDIVISION, RE-SUBDIVISION NO. 14-19-0169" FILED FOR RECORD ON JUNE 01, 2002 IN BOOK EE OF MAPS, THAT PAGE 97, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

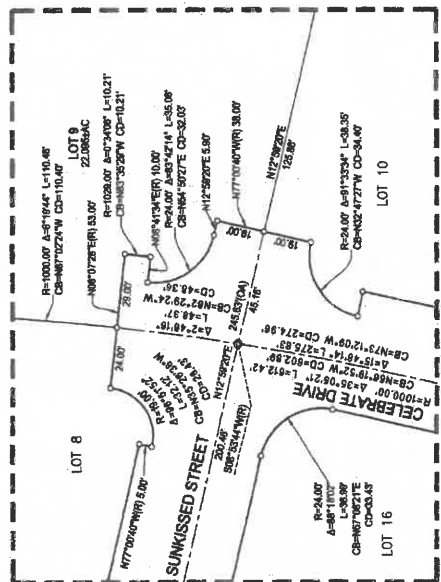
BLACKY & SAM'S

NOVEMBER 2021

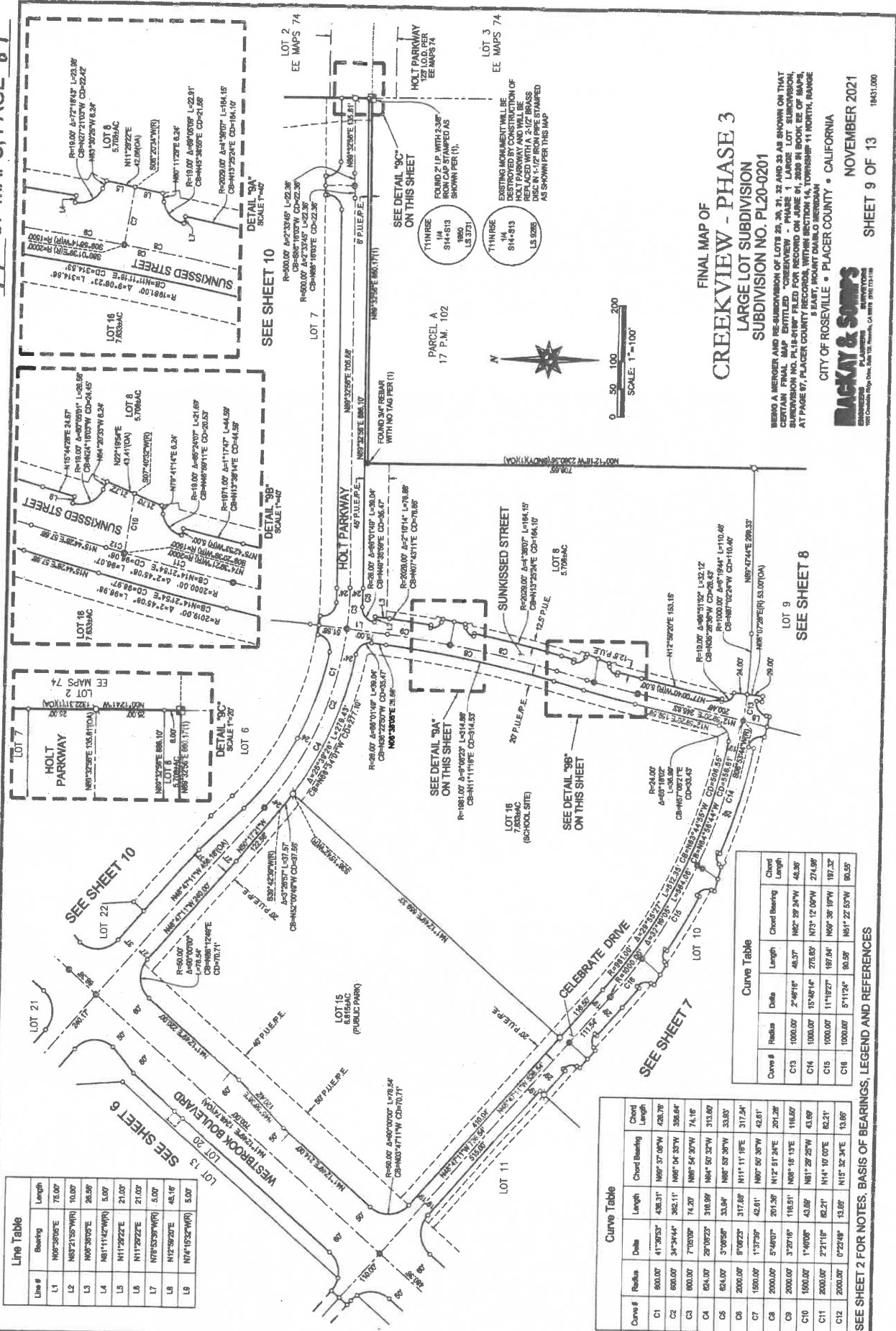
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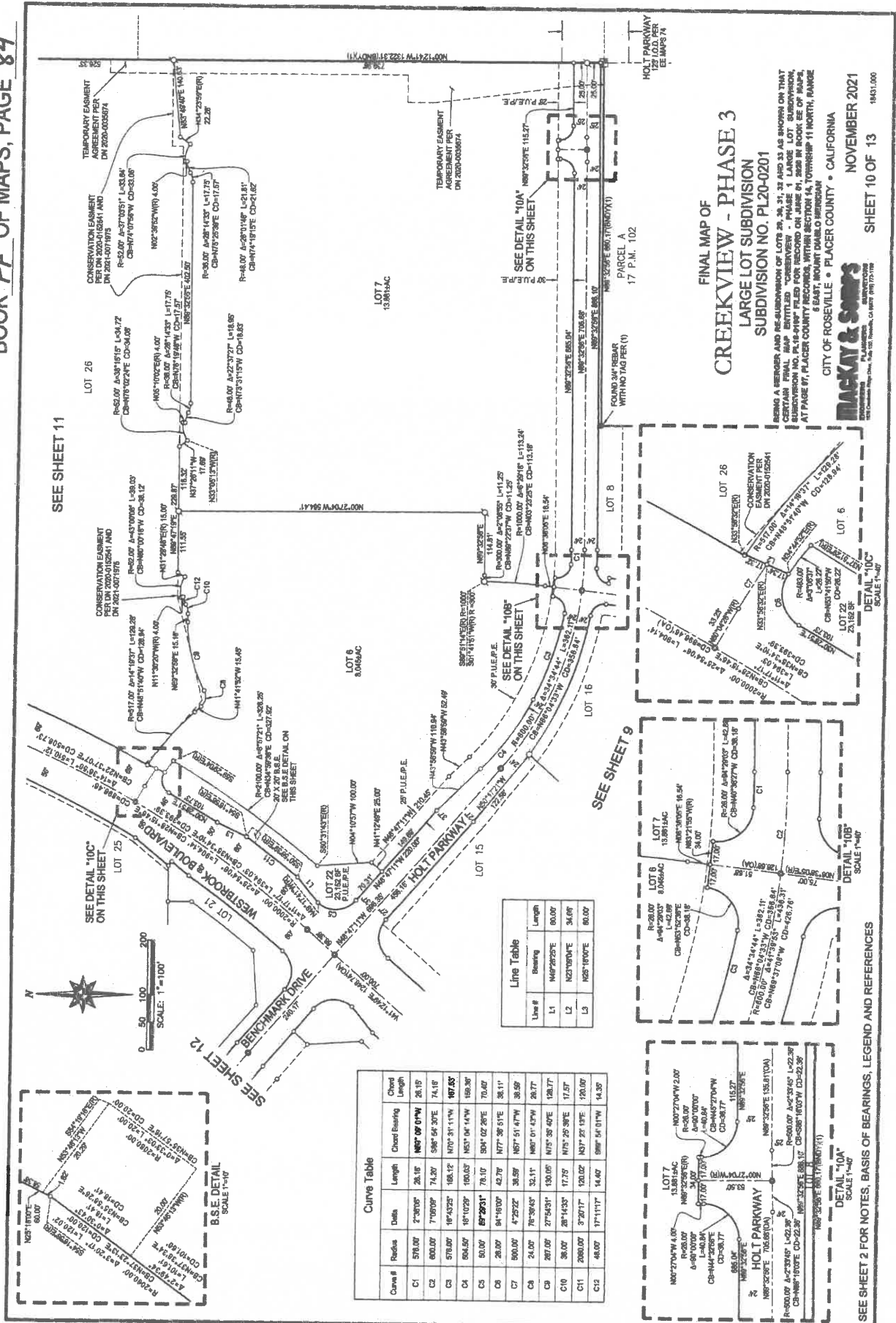
SHEET 8 OF 13

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

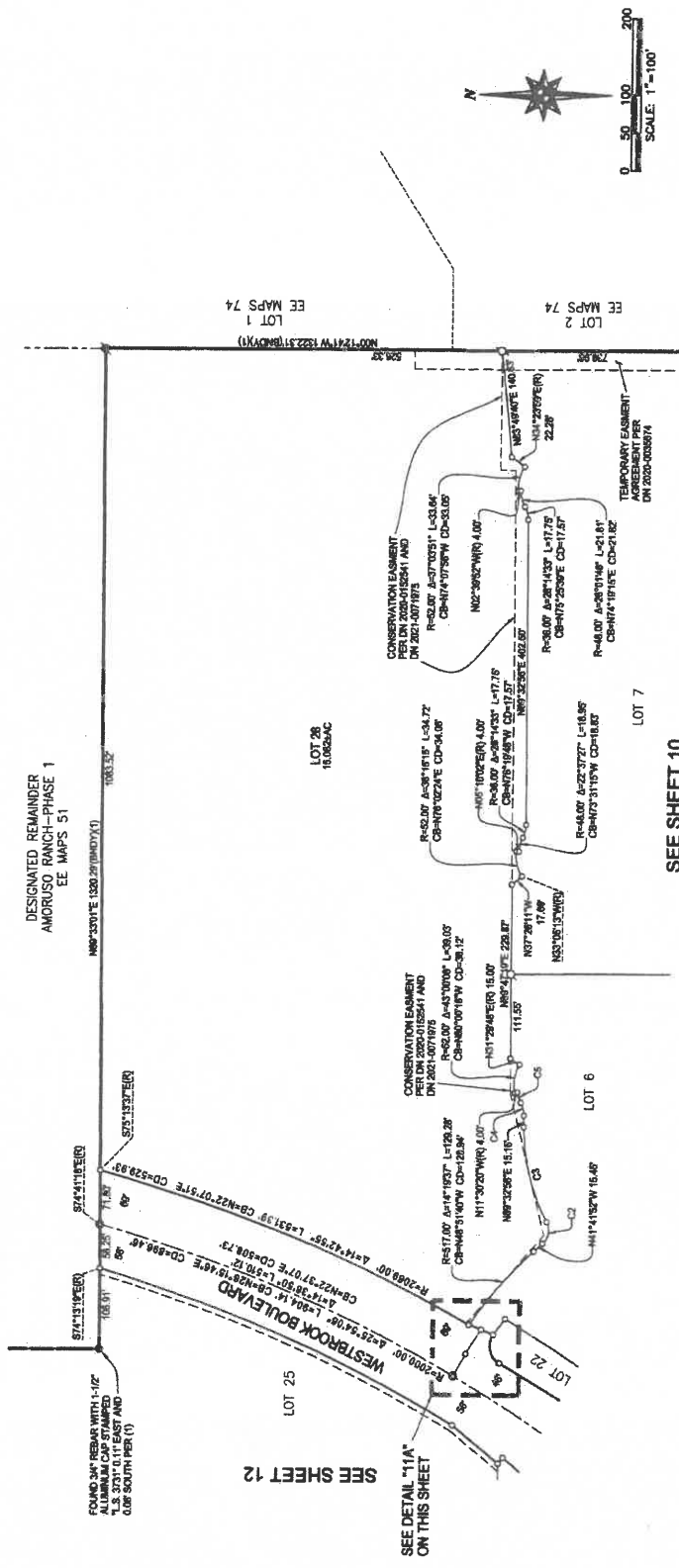


DETAIL "8A"





DESIGNATED REMAINDER
AMORUSO RANCH-PHASE 1
EE MAPS 51



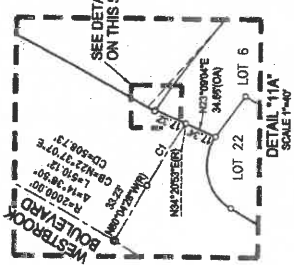
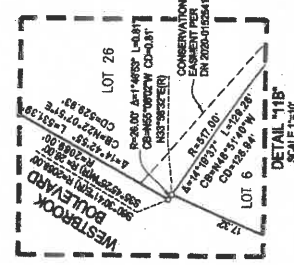
LOT 1
EE MAPS 74

LOT 2
EE MAPS 74

LOT 26
15.0634C

SEE SHEET 10

SEE SHEET 12



Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	500.00'	4°25'22"	38.59'	N87°51'47"W	38.59'
C2	24.00'	78°38'43"	32.11'	N80°01'03"W	28.77'
C3	267.00'	27°54'31"	130.05'	N75°35'40"E	128.77'
C4	36.00'	28°14'33"	17.75'	N75°28'59"E	17.57'
C5	48.00'	17°11'17"	14.60'	N68°56'01"E	14.35'

FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

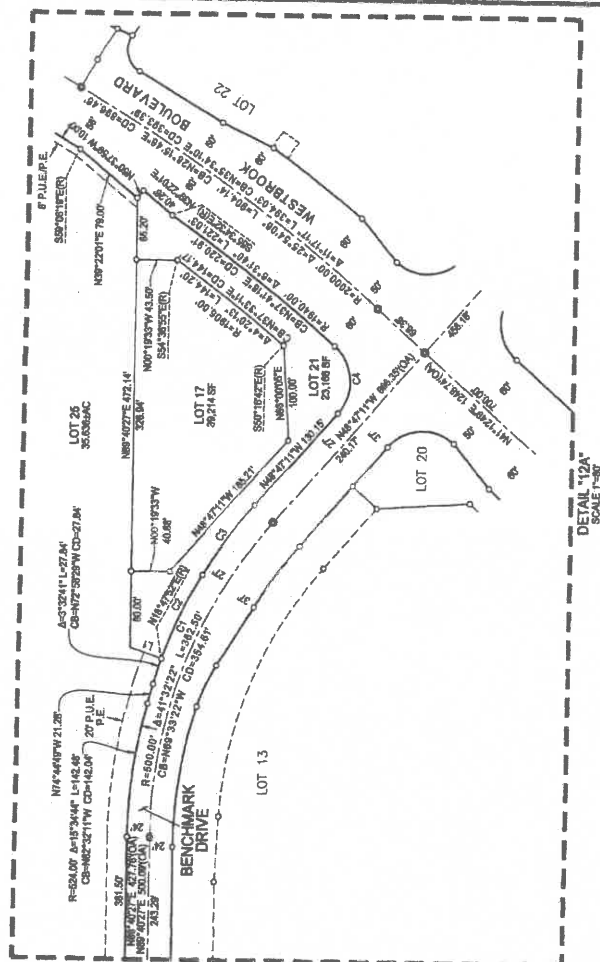
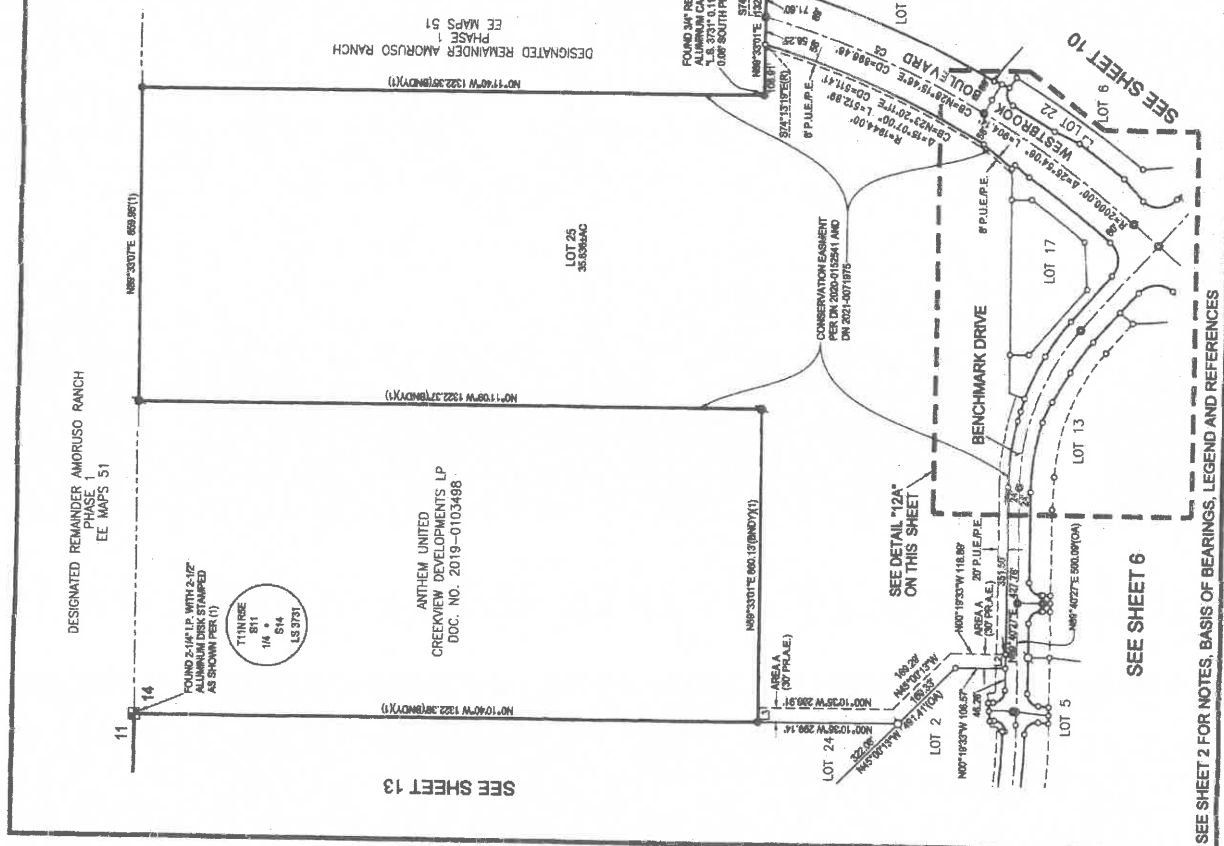
BEING A REMINDER AND RE-SUBDIVISION OF LOTS 25, 26, 21, 22 AND 23 AS SHOWN ON THAT CERTAIN FINAL MAP AND RE-SUBDIVISION MAPS 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Sons
PLANNERS
SURVEYORS
1220 Colorado Hwy., Suite 100, Roseville, CA 95712
TEL: (916) 771-1118

NOVEMBER 2021
SHEET 11 OF 13
18491.000

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



Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	450.00'	18°02'48"	128.03'	N88° 43' 28"W	128.02'
C2	450.00'	12°30'06"	96.19'	N64° 57' 05"W	97.99'
C3	527.00'	9°54'52"	81.79'	N53° 44' 37"W	91.98'
C4	50.00'	90°16'41"	78.17'	N48° 04' 36"E	78.87'
C5	2000.00'	14°36'50"	610.12'	N22° 31' 07"E	508.72'

Line Table		
Line #	Bearing	Length
L1	N18°07'38"E	35.28'
L2	N89°40'27"E	30.00'
L3	N89°37'01"E	30.00'

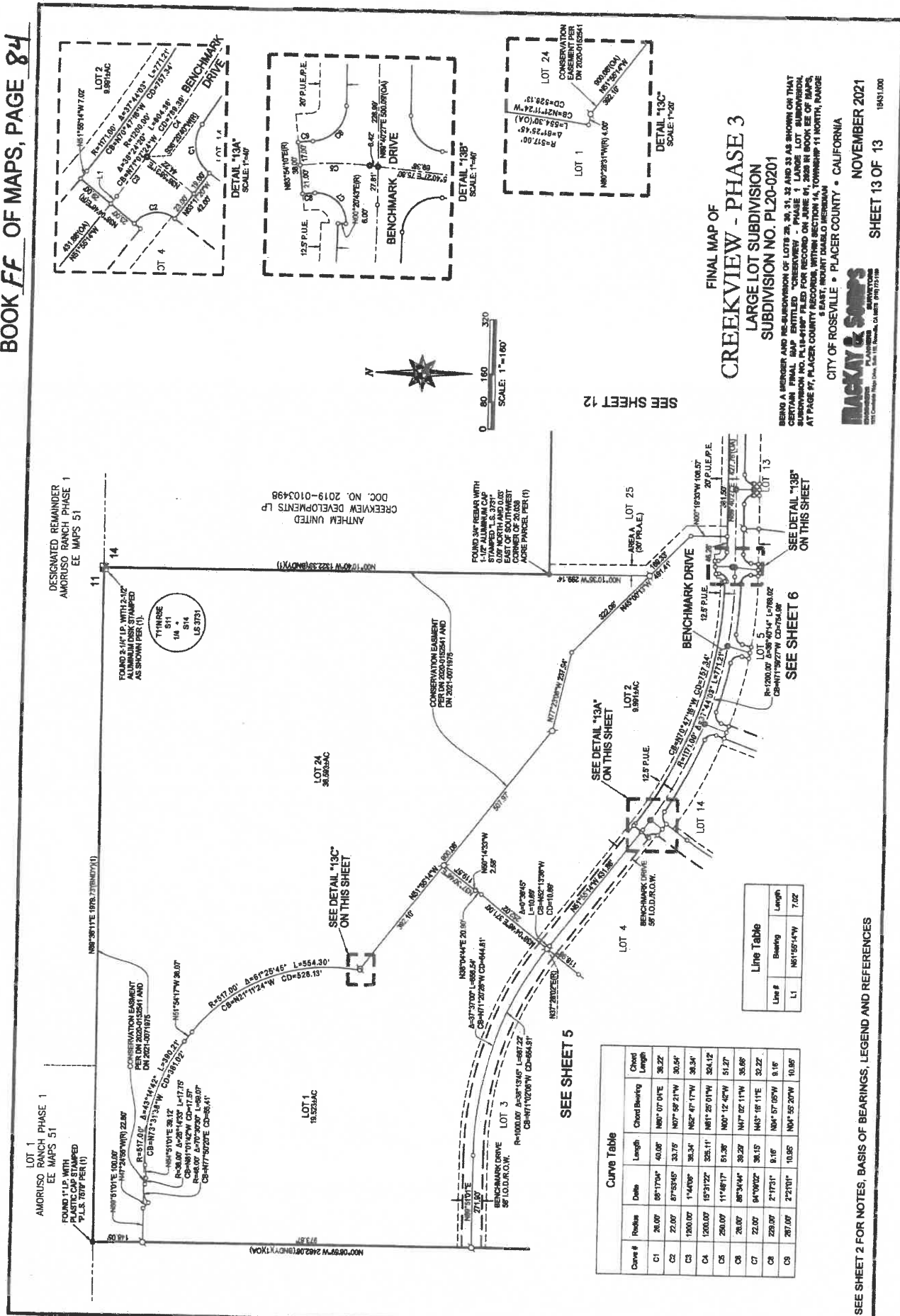
FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 29, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "GREENVIEW - PHASE 1 LARGE LOT SUBDIVISION, SUBDIVISION NO. P18-0414" FILED FOR RECORD ON JUNE 01, 2020 IN BOOK EE OF MAPS, AT PAGE 87, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 8 EAST, MOUNT DIABLO NEEDHAM

WACKAY & SONS
PLANNERS
254-444-3228
1220 Colquhoun Plaza, Suite 101, Nashville, TN 37203
800-451-1100 FAX 615-259-1100
CITY OF ROSEVILLE • PLANNING DEPARTMENT
18 EAST, HOUNSLEY

NOVEMBER 2021
SHEET 12 OF 13
18431.000

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



FINAL MAP OF
CREEKVIEW - PHASE 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL20-0201

BEING A MERGER AND RE-SUBDIVISION OF LOTS 28, 30, 31, 32 AND 33 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" RECORDED IN PLAT 114-4187 FILED FOR RECORD ON JUNE 01, 2009 IN BOOK EE OF MAPS, AT PAGE 87, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 NORTH, RANGE 12 WEST, PLACER COUNTY, CALIFORNIA.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
NOVEMBER 2021
SHEET 13 OF 13
19451.000



Curve Table

Curve #	Radius	Length	Chord Bearing	Chord Length
C1	26.00'	87°17'44"	N80°07'01"E	36.22'
C2	22.00'	87°53'40"	N07°58'21"W	30.64'
C3	1900.00'	1°44'00"	N82°47'17"W	36.34'
C4	1200.00'	1°51'12"	N81°20'01"W	30.12'
C5	280.00'	8°54'44"	N00°12'46"W	51.27'
C6	28.00'	88°54'44"	N87°02'11"W	35.66'
C7	22.00'	84°30'02"	N45°15'11"E	9.16'
C8	228.00'	2°17'31"	N04°57'05"W	9.16'
C9	287.00'	2°21'01"	N04°55'27"W	10.80'

Line Table

Line #	Bearing	Length
L1	N61°55'14"W	7.02'

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



COUNCIL COMMUNICATION

CC #: 2986

File #: 0400-04-09-1

Title: Creekview Blue Oaks Boulevard Segment 5 - Notice of Completion

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

Meeting Date: 10/18/2023

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Blue Oaks Boulevard Segment 5, CWJ # 190761, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

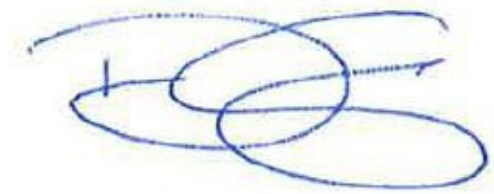
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-406

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 23-406

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW BLUE OAKS BOULEVARD SEGMENT 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 A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Blue Oaks Boulevard Segment 5 is hereby approved and the public work accepted.
2. A portion of the right-of-way and easements offered for dedication on the final map of Creekview Phase 1 Large Lot Subdivision recorded in Book EE of Maps, Page 97, in the office of the recorder of Placer County, is hereby accepted by the City in part as said dedications relates to the improvement plan set known as Creekview Blue Oaks Boulevard Segment 5.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this 18th day of October 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Torrente - Phase 1 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction.

The surety on said project was Lexon Insurance Company (Bond No. PB03010409008)

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer 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.

Marc Stout

City Engineer
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____, Marc Stout

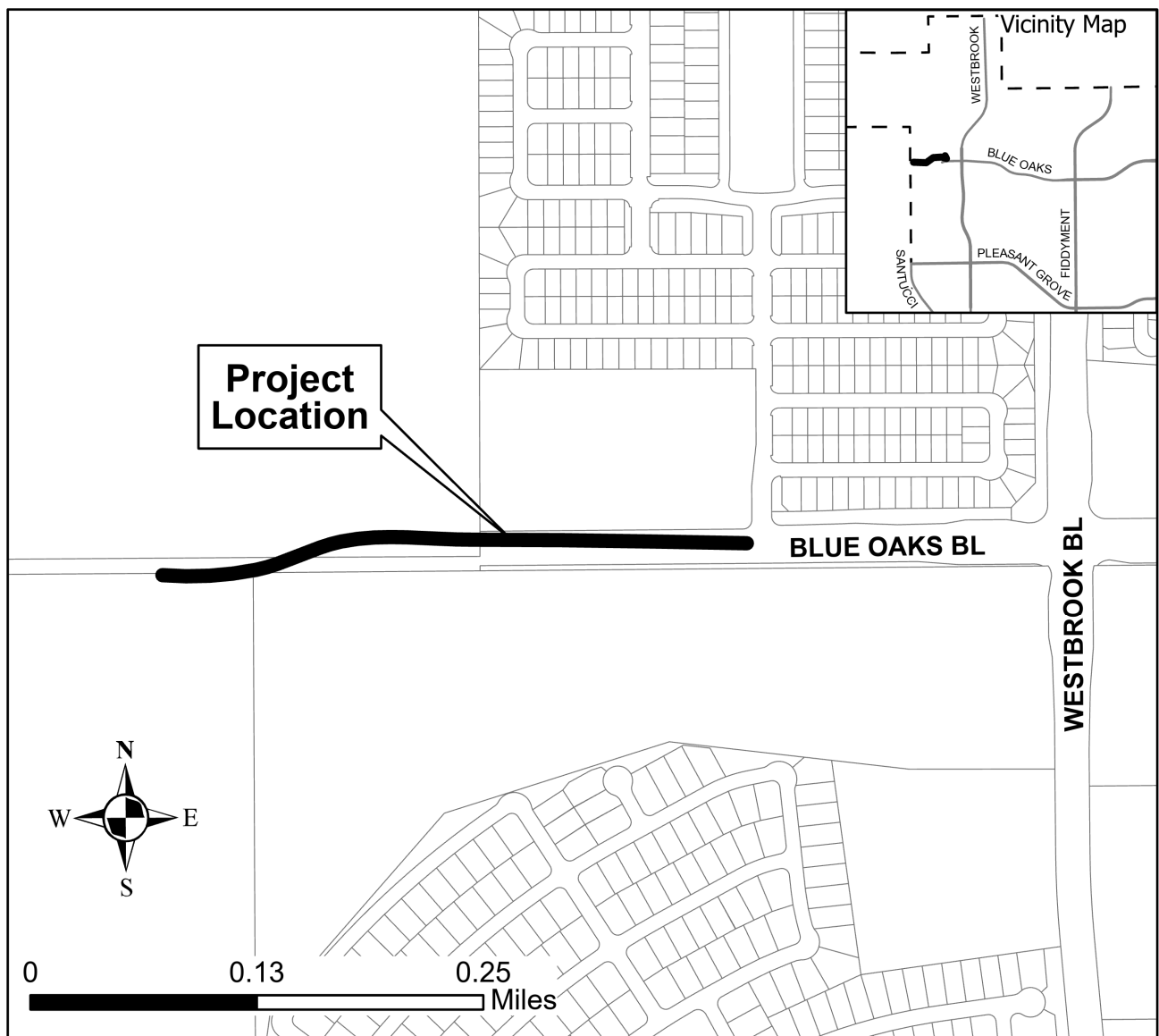
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Creekview Blue Oaks Boulevard - Segment 5



OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY) AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS LOTS 4, 5, 6, 7, 10, 22 AND 23, AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.).
- (C) A PUBLIC EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.).
- (D) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT" (B.S.E.).
- (E) A PUBLIC EASEMENT FOR PEDESTRIAN AND BICYCLES ACCESS AND THE INSTALLATION AND MAINTENANCE OF THE BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "BIKE PATH EASEMENT" (B.P.E.).
- (F) A PUBLIC EASEMENT FOR INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTION OF PUBLIC IMPROVEMENTS AND ANY AND ALL APPURTENANCES THERETO RELATED TO A STANDARD CITY OF ROSEVILLE PUBLIC STREET ON, OVER, UNDER, AND ACROSS BLUE OAKS BOULEVARD, WESTBROOK BOULEVARD, LOWER BANK DRIVE AND CLOUD DANCE DRIVE SHOWN HEREON AND DESIGNATED "CONSTRUCTION EASEMENT" (C.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT-OF-WAY BLUE OAKS BOULEVARD, BENCHMARK DRIVE, CLOUD DANCE DRIVE, DAYDREAM DRIVE, GRASSCREEK DRIVE, HOLT PARKWAY, LOWER BANK DRIVE, SKIPPING STONE WAY, WESTBROOK BOULEVARD AND WHISTLING BEND WAY, AND ALL THOSE AREAS SHOWN HEREON AS IOD/ROW (IRREVOCABLE OFFER OF DEDICATION/RIGHT OF WAY).
- (B) LOTS 28 AND 29 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.
- (C) LOTS 15 AND 18 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC PARK PURPOSES.
- (D) LOT 21 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SANITARY SEWER LIFT STATION SITE.
- (E) LOT 26 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR RECYCLING CENTER SITE.
- (F) LOT 27 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR WATER TREATMENT/WELL SITE.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF PLACER

ON April 15th, 2020 BEFORE ME, Renee C. Kelly, A NOTARY PUBLIC

PERSONALLY APPEARED - Brian Moore
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.

Renee C. Kelly
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS PLACER COUNTY

MY COMMISSION EXPIRES: 4/21/2021 MY COMMISSION NUMBER: 2192761

* OF CALIFORNIA THAT THE -KK

SUBDIVISION MAP ACT SECTION 66477.5 CERTIFICATE

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF ROSEVILLE SHALL RECONVEY LOTS 21, 26 AND 27 AS DEDICATED HEREON, TO THE SUBDIVIDER NAMED BELOW IF THE CITY OF ROSEVILLE MAKES A DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES EXCEPT FOR ANY PORTION OF THE PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE OR PUBLIC UTILITIES.

SUBDIVIDER: ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP
A WASHINGTON LIMITED PARTNERSHIP

ADDRESS: 3001 DOUGLAS BLVD., SUITE 200
ROSEVILLE, CA 95661

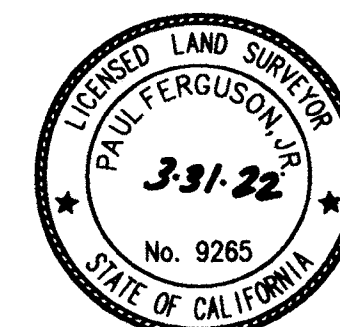
SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 4/13/20

**CITY ENGINEER'S STATEMENT**

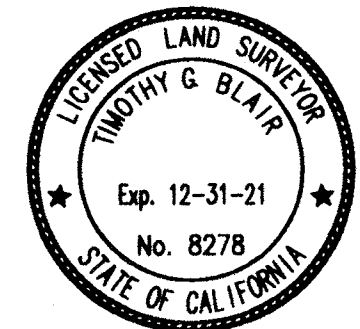
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED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

Marc Stout DATE: 4/16/20
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 4/16/20
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

**CITY CLERK'S STATEMENT**

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION", BUT REJECTS AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENT LISTED HEREON WITHIN NOTE 3 ON SHEET 2.

Sonia Ornela
CITY CLERK, CITY OF ROSEVILLE
DATE: 4/16/2020 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Reno DOCUMENT NO: 2020-CD51034
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
Deputy FEE: \$ 125.00

**FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190**

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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APRIL 2020

SHEET 1 OF 15 18431.RST

SEE SHEET 2 FOR TRUSTEE'S STATEMENT AND ACKNOWLEDGMENT

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-34783, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND HEREIN SHOWN CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY: [Signature] - Robin Nieto
Vice President

BY: _____

NOTARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Placer

ON April 15, 2020 BEFORE ME, V. Murphy, A NOTARY PUBLIC

PERSONALLY APPEARED Robin Nieto
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature] V. Murphy
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: Dec. 29, 2022 MY COMMISSION NUMBER: 22609216

NOTES:

- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION IS 461.327± ACRES, CONSISTING OF 18 LARGE LOTS, 1 COMMERCIAL LOT, 7 LANDSCAPE LOTS, 2 PUBLIC PARK LOTS, 2 PUBLIC OPEN SPACE LOTS, 1 CITY SANITARY SEWER LIFT STATION LOT, 1 CITY RECYCLING CENTER LOT AND 1 CITY WATER TREATMENT/WELL LOT.
- PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING PUBLIC EASEMENT IS HEREBY ABANDONED:
 - HIGHWAY EASEMENT DEED TO THE COUNTY OF PLACER RECORDED IN BOOK 3841, AT PAGE 544, O.R.P.C., LYING WITHIN LOTS 6 AND 7, AND BLUE OAKS BOULEVARD.
- THIS PROPERTY IS SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES AND INCIDENTAL PURPOSES RECORDED ON SEPTEMBER 14, 1981 AS INSTRUMENT NO. 35702, IN BOOK 2431, AT PAGE 645, O.R.
- THIS PROPERTY IS SUBJECT TO THE PROVISIONS OF A REPORT OF A MINOR SUBDIVISION, SUBDIVISIONS NO. P-75146, FOR THE PAYMENT OF FEES TO RELIEVE OVERCROWDING OF SCHOOL SERVING THE AREA RECORD ON MARCH 5, 1990 IN BOOK 3841, AT PAGE 538, O.R.
- THIS PROPERTY IS SUBJECT TO THE THE TERMS AND PROVISIONS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY INVESTORS II, LLC, PHILLIPS ROAD 160 INVESTORS LIMITED PARTNERSHIP, PHILLIPS ROAD LAND, LLC, J & KD ENTERPRISES, LLC, SOULE INVESTMENTS, LLC, BENNETT WEST ROSEVILLE, LLC, DECOU WEST ROSEVILLE, LLC, BLUE OAKS - ROSEVILLE, LP AND CHUANG RELATIVE TO THE CREEKVIEW SPECIFIC PLAN" RECORDED ON NOVEMBER 28, 2012 AS INSTRUMENT NO. 2012-0113752, O.R. AND THE SUBSEQUENT ASSIGNMENTS OF DEVELOPMENT AGREEMENT AS FOLLOWS:
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM CHUANG FAMILY PARTNERSHIP, A CALIFORNIA PARTNERSHIP, FELIX CHUANG AND MARK CHUANG TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD 160 INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0015249. O.R.
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM PHILLIPS ROAD LAND, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, SOULE INVESTMENTS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND J & KED ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034780 O.R.
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BENNETT WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND DECOU WEST ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034781 O.R.
 - THAT DOCUMENT ENTITLED "ASSIGNMENT OF DEVELOPMENT AGREEMENT" FROM BLUE OAKS-ROSEVILLE, LP, A WASHINGTON LIMITED PARTNERSHIP, TO ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, RECORDED ON MARCH 13, 2019 AS INSTRUMENT NO. 2019-0034782 O.R.
- THIS PROPERTY IS SUBJECT TO THAT DOCUMENT ENTITLED "ASSIGNMENT OF LEASES, RENTS AND PURCHASE AGREEMENTS" RECORDED MAY 24, 2019 AS INSTRUMENT NO. 2019-0034784, O.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N 89°30'20" E AS SHOWN ON THE SOUTH LINE OF SECTION 14 PER THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 4 LARGE LOT SUBDIVISION" FILED FOR RECORD ON AUGUST 16, 2013 IN BOOK CC OF MAPS, AT PAGE 53, PLACER COUNTY RECORDS.

REFERENCES:

- DOC.# 2019-0050337 (LLA)
- 9 R.S. 56
- 17 P.M. 102
- 18 R.S. 15
- 18 R.S. 64
- BB MAPS 88
- CC MAPS 53
- EE MAPS 51

LEGEND:

- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- ◆ FOUND SECTION CORNER AS NOTED
- FOUND QUARTER CORNER AS NOTED
- ⌀ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
- AC. ACRES
- BNDY BOUNDARY
- B.P.E. BIKE PATH EASEMENT
- B.S.E. BUS SHELTER EASEMENT
- C.E. CONSTRUCTION EASEMENT
- ESMT EASEMENT
- E.V.A.E. EMERGENCY VAEHICLE ACCESS EASEMENT
- FD FOUND
- IOD/ROW IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
- I.P. IRON PIPE
- LLA LOT LINE ADJUSTMENT
- OD OUTSIDE DIAMETER
- (OA) OVERALL
- O.R. OFFICIAL RECORDS OF PLACER COUNTY
- P.E. PASEO EASEMENT
- PGE PACIFIC GAS AND ELECTRIC COMPANY
- P.M. PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
- R.S. RECORD OF SURVEY
- (R) RADIAL BEARING
- S.F. SQUARE FEET
- (X) SHEET INDEX
- BOUNDARY
- LOT LINE
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT/I.O.D.
- EASEMENT/I.O.D.

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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SHEET 2 OF 15 18431.RST

LARGE LOT #	L.T.M. PLAN #	S.L.T.M. PLAN #
1	C-41	C-41
2	C-42	C-42
3	C-25	C-25
4	LC-1	LC-1
5	LC-2	LC-2
6	LC-10	LC-10
7	LC-11	LC-11
8	C-70	C-70
9	C-17	C-17
10	LC-12	LC-12
11	C-24	C-24
12	C-23	C-23
13	C-13	C-13
14	C-14	C-14
15	C-63	C-63
16	C-15	C-15
17	C-12	C-12
18	C-62	C-62
19	C-11	C-11
20	C-10	C-10
21	C-82	C-82
22	LC-3	LC-3
23	LC-4	LC-4
24	C-16	C-16
25	C-43	C-43
26	C-83	C-83
27	C-84	C-84
28	C-54	C-54
29	C-53	C-53
30	-	-
31	-	-
32	-	-
33	-	-



0 250 500 1000
SCALE: 1"=500'

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

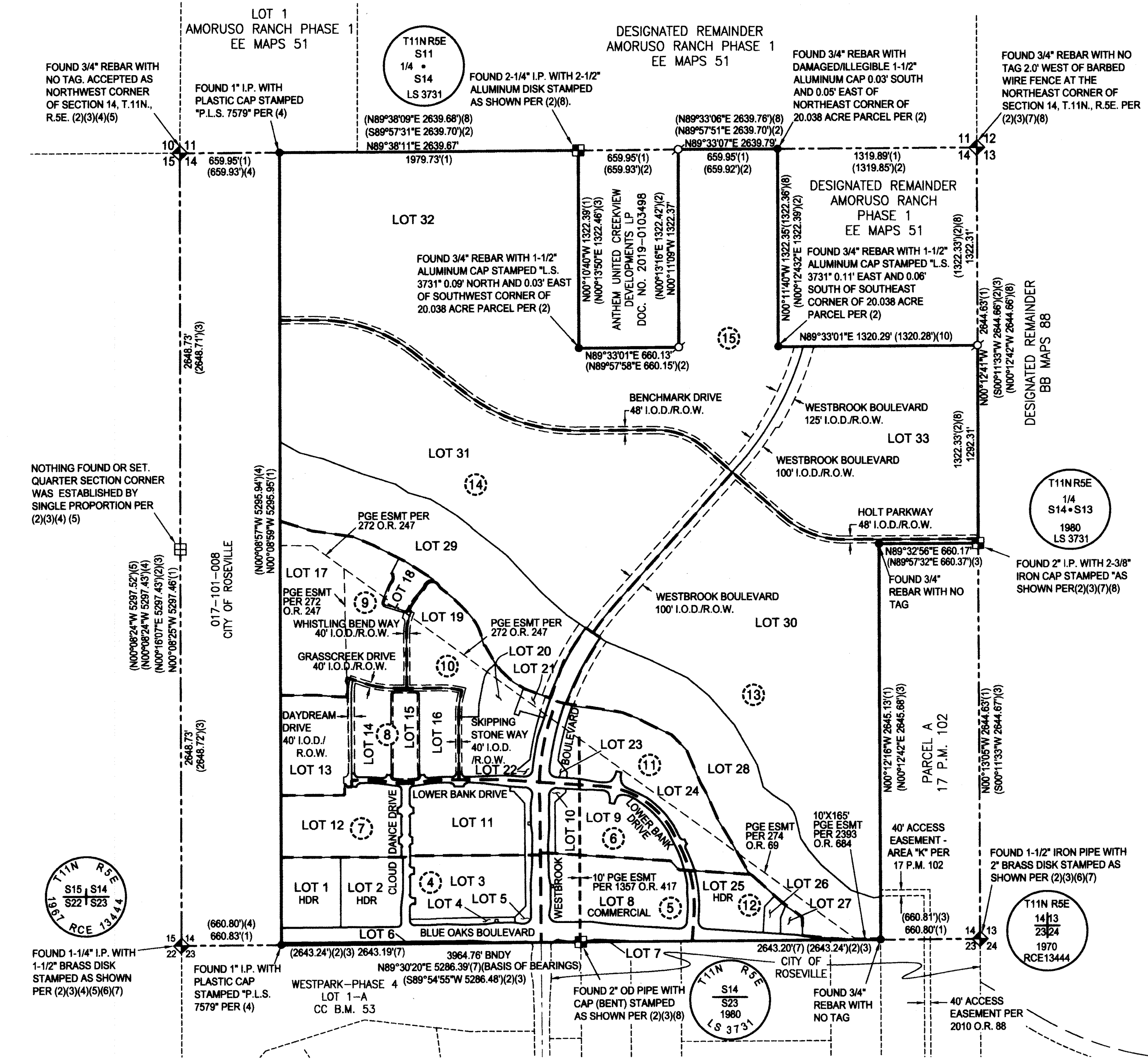
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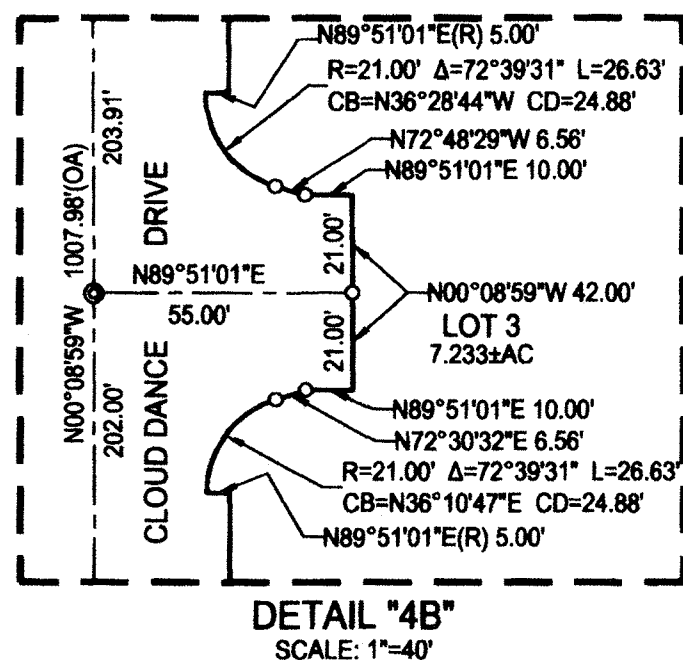
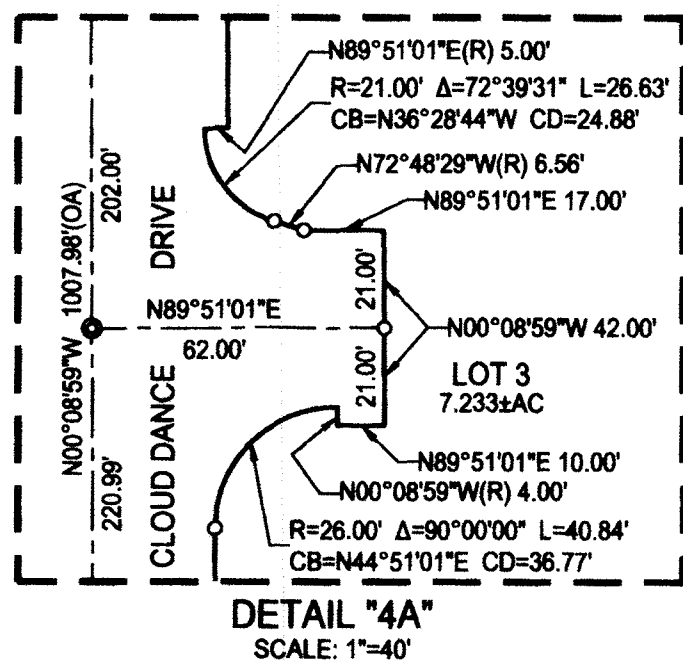
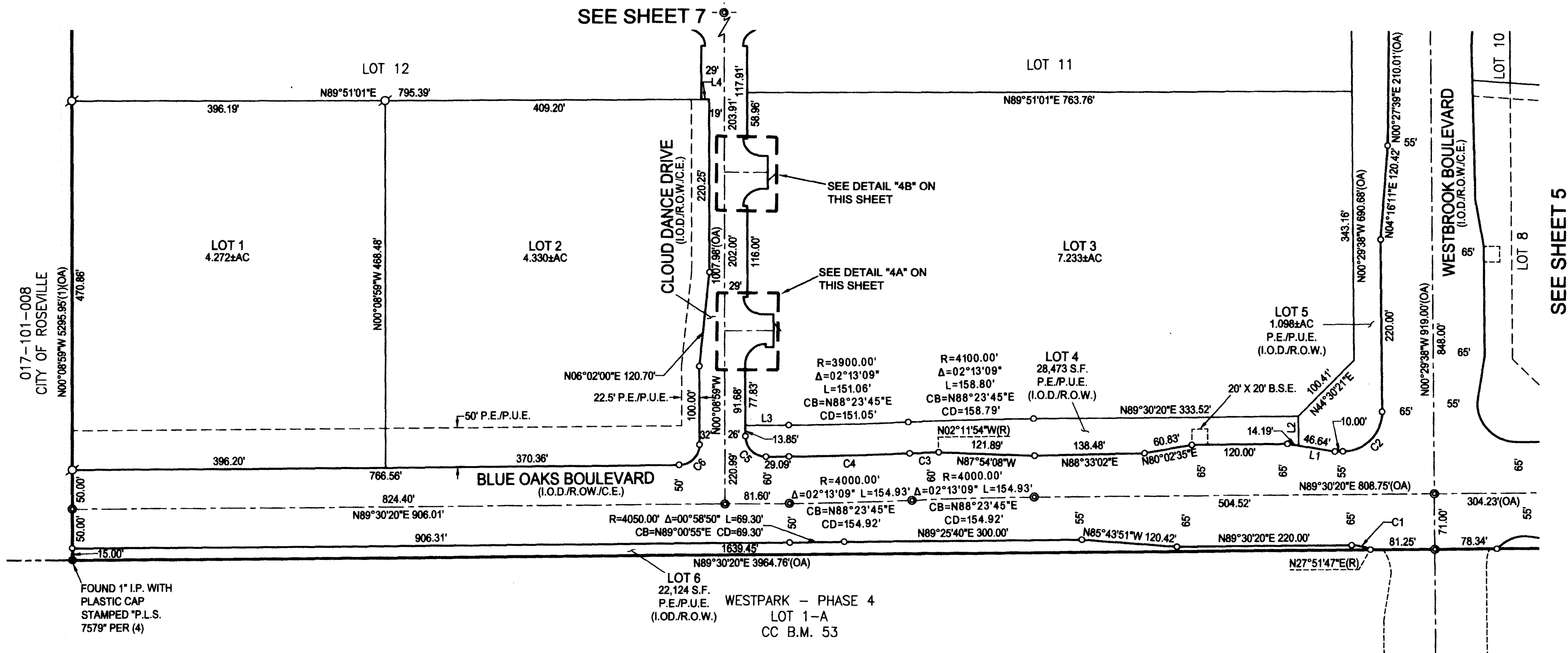
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APRIL 2020

SHEET 3 OF 15 18431.RST

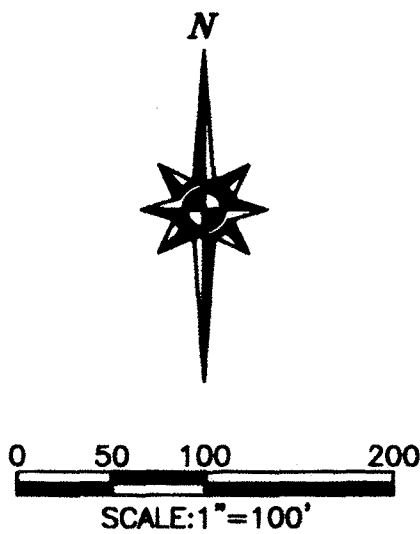


SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



Line Table		
Line #	Bearing	Length
L1	N81°01'56"W	60.83'
L2	N00°29'40"W	37.33'
L3	N89°30'20"E	55.00'
L4	N89°51'01"E	10.00'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	28°21'27"	24.75'	N76°18'56"W	24.49'
C2	50.00'	89°59'58"	78.54'	N44°30'21"E	70.71'
C3	4060.00'	00°30'56"	36.52'	N87°32'39"E	36.52'
C4	3940.00'	02°13'09"	152.61'	N88°23'45"E	152.60'
C5	26.00'	90°20'42"	41.00'	N45°19'19"W	36.88'
C6	26.00'	89°39'18"	40.68'	N44°40'41"E	36.66'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

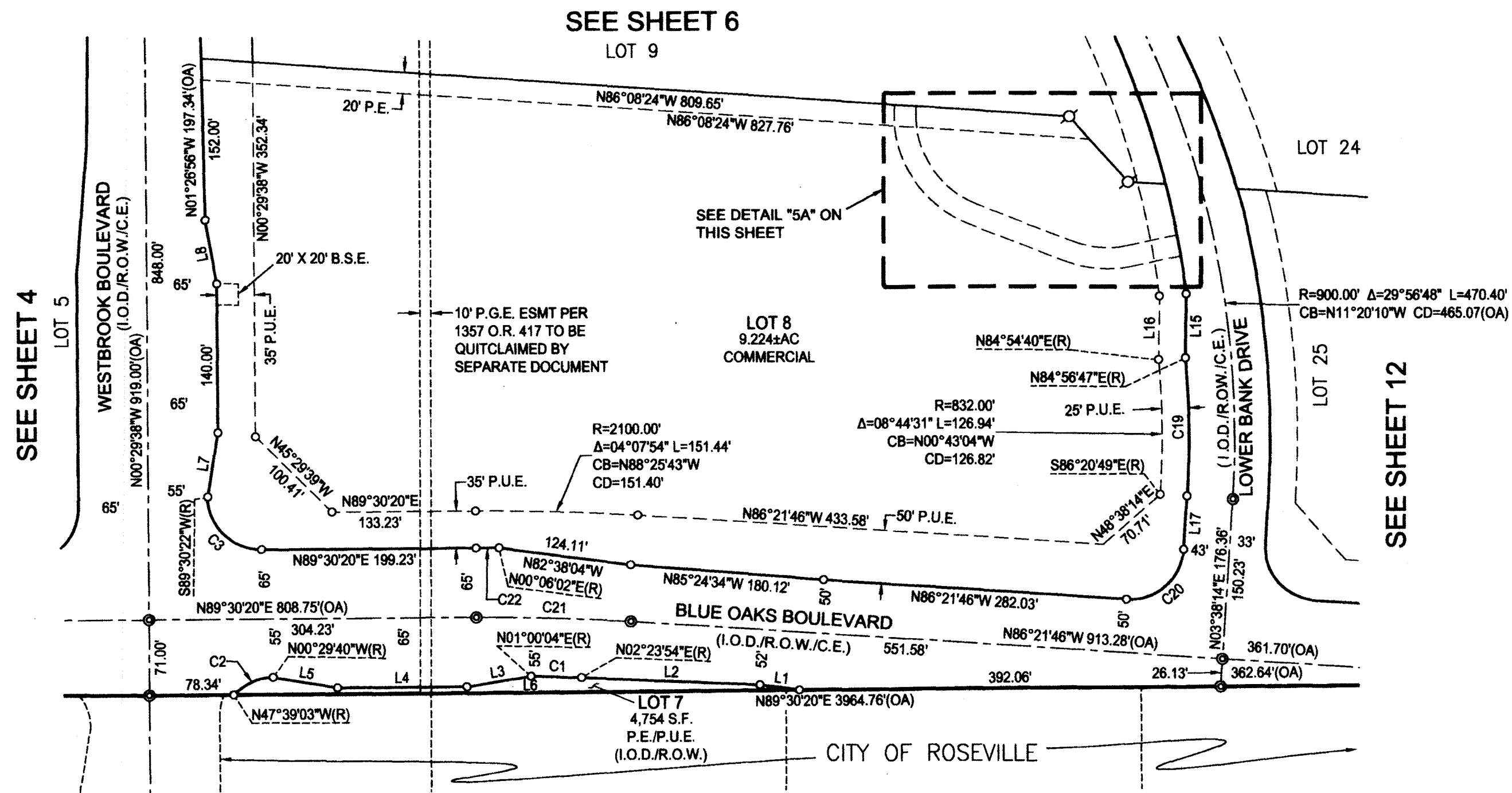
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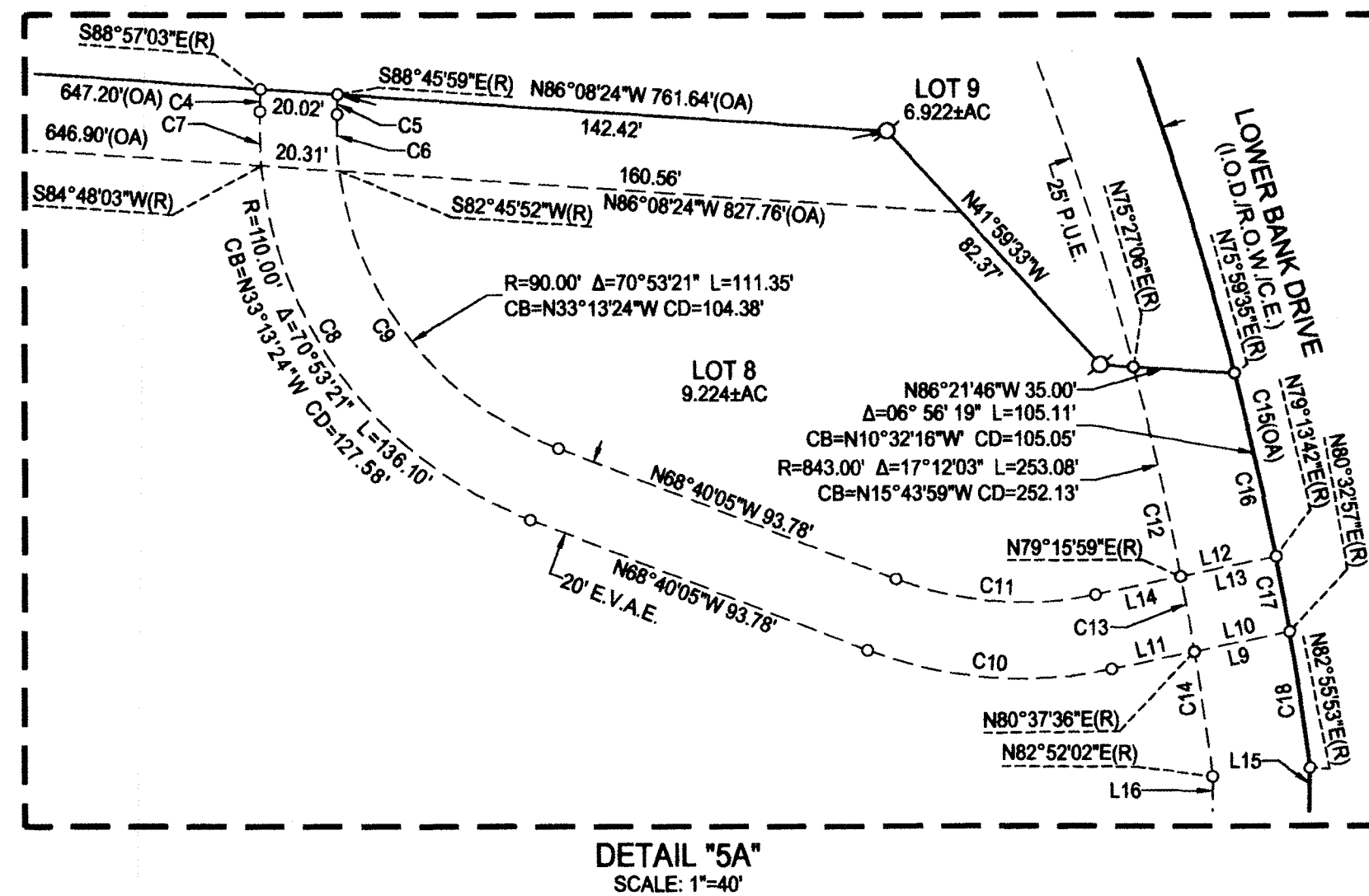
SHEET 4 OF 15 18431.RST

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



Line Table		
Line #	Bearing	Length
L1	N82°29'17"W	37.05
L2	N87°36'06"W	165.67
L3	N80°39'36"E	60.72
L4	N89°30'20"E	120.00
L5	N81°01'56"W	60.83
L6	N89°30'20"E	526.20
L7	N08°58'06"E	60.83
L8	N10°15'56"W	60.88
L9	N77°56'30"E	47.09
L10	N77°56'30"E	25.03
L11	N77°56'30"E	22.06
L12	N77°56'30"E	47.77
L13	N77°56'30"E	25.00
L14	N77°56'30"E	22.77
L15	N00°46'21"E	80.00
L16	N00°47'55"E	59.56
L17	N03°38'14"E	50.23

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1945.00'	01°23'50"	47.43'	N88°18'01"W	47.43'
C2	50.00'	47°09'23"	41.15'	N65°55'38"E	40.00'
C3	50.00'	90°00'02"	78.54'	N45°29'39"W	70.71'
C4	285.00'	01°10'19"	5.83'	N01°38'07"E	5.83'
C5	305.00'	00°59'15"	5.26'	N01°43'39"E	5.26'
C6	90.00'	09°27'24"	14.85'	N02°30'26"W	14.84'
C7	110.00'	07°25'14"	14.25'	N01°29'21"W	14.24'
C8	110.00'	63°28'07"	121.85'	N36°56'01"W	115.72'
C9	90.00'	61°25'57"	96.50'	N37°57'06"W	91.94'
C10	110.00'	33°23'25"	64.10'	N85°21'47"W	63.20'
C11	90.00'	33°23'25"	52.45'	N85°21'47"W	51.71'
C12	843.00'	03°48'53"	56.13'	N12°38'27"W	56.12'
C13	843.00'	01°21'37"	20.01'	N10°03'12"W	20.01'
C14	843.00'	02°14'27"	32.97'	N08°15'11"W	32.97'
C15	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C16	868.00'	03°14'07"	49.01'	N12°23'22"W	49.01'
C17	868.00'	01°19'15"	20.01'	N10°06'40"W	20.01'
C18	868.00'	02°22'57"	36.09'	N08°15'34"W	36.09'
C19	857.00'	08°41'28"	130.00'	N00°42'30"W	129.87'
C20	50.00'	90°00'00"	78.54'	N48°38'14"E	70.71'
C21	2000.00'	04°07'54"	144.23'	N88°25'43"W	144.19'
C22	2065.00'	00°35'42"	21.45'	N89°48'11"E	21.45'



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



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

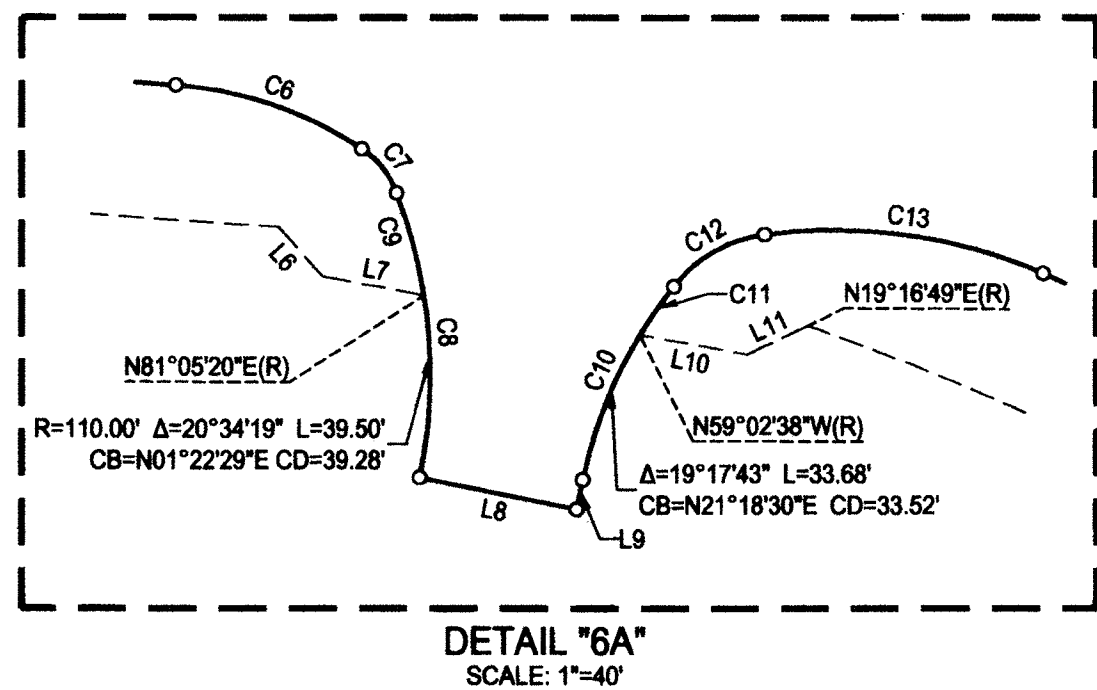
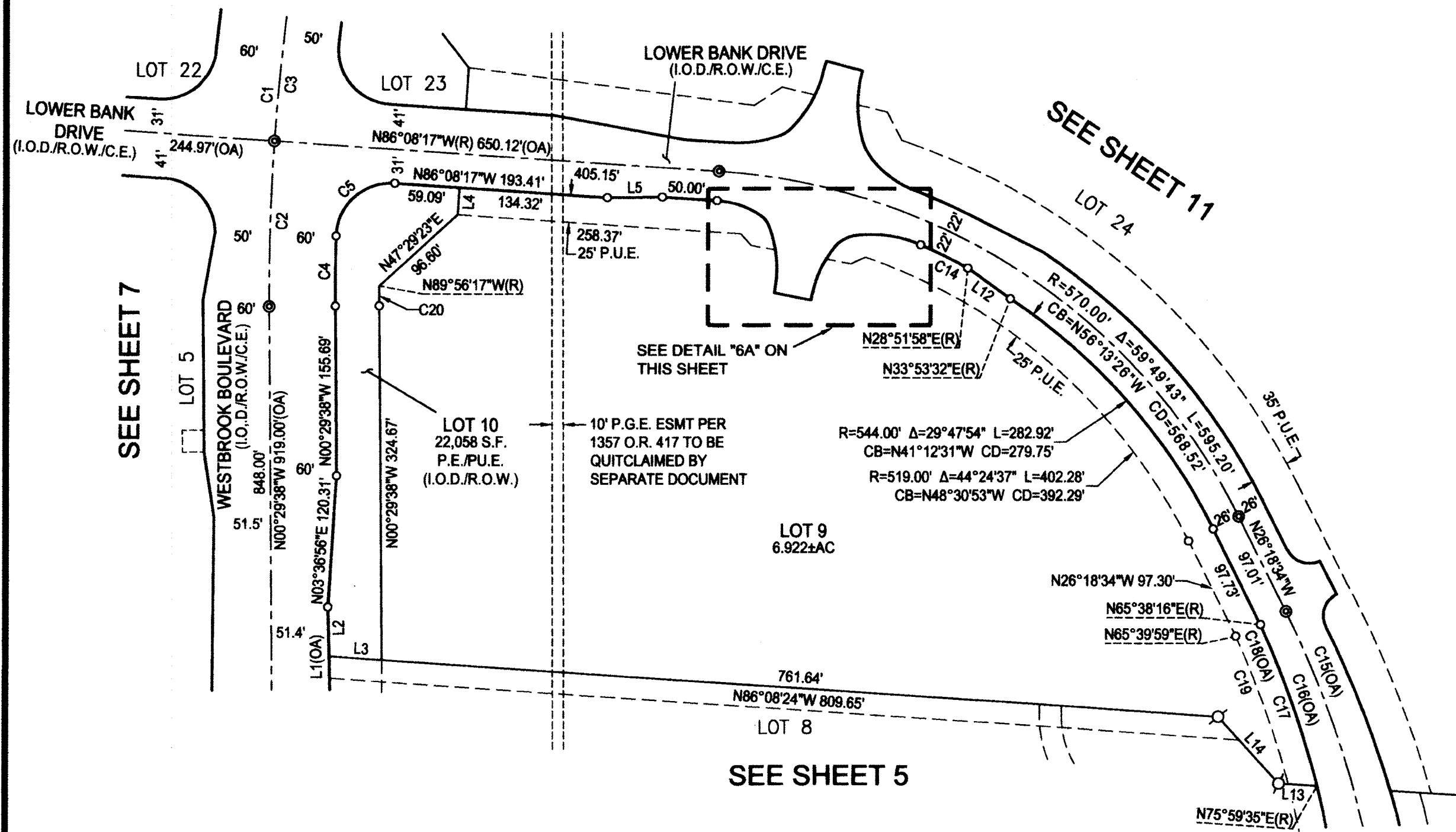
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APRIL 2020

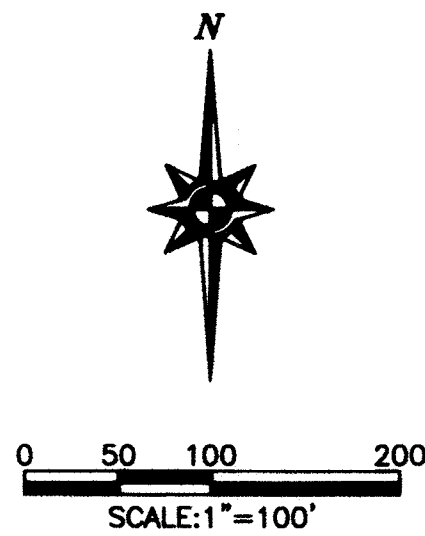
SHEET 5 OF 15 18431.RST



Line Table		
Line #	Bearing	Length
L1	N01°26'56"W	197.34'
L2	N01°26'56"W	45.34'
L3	N86°08'24"W	48.00'
L4	N03°51'43"E	25.00'
L5	N89°17'17"E	50.16'
L6	N41°08'17"W	14.14'
L7	N79°27'57"W	22.03'
L8	N78°20'22"W(R)	34.00'
L9	N11°39'38"E	6.52'
L10	N79°27'57"W	23.35'
L11	N64°38'11"E	14.36'
L12	N53°50'59"W	48.05'
L13	N86°21'46"W	35.00'
L14	N41°59'33"W	82.37'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C2	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1940.00'	01°53'58"	64.32'	N00°27'21"E	64.32'
C5	50.00'	92°27'23"	80.68'	N47°38'02"E	72.21'
C6	80.00'	30°28'00"	42.54'	N70°54'17"W	42.04'
C7	20.00'	34°50'33"	12.16'	N38°15'00"W	11.98'
C8	110.00'	32°29'22"	62.38'	N04°35'03"W	61.54'
C9	110.00'	11°55'03"	22.88'	N14°52'12"W	22.84'
C10	100.00'	26°34'24"	46.38'	N24°56'50"E	45.96'
C11	100.00'	07°16'41"	12.70'	N34°35'42"E	12.69'
C12	30.00'	43°59'00"	23.03'	N60°13'33"E	22.47'
C13	110.00'	31°37'22"	60.71'	N81°58'16"W	59.94'
C14	548.00'	05°01'33"	48.07'	N63°38'48"W	48.05'
C15	900.00'	29°56'48"	470.40'	N11°20'10"W	465.07'
C16	868.00'	17°17'37"	261.99'	N15°42'55"W	261.00'
C17	868.00'	10°21'19"	156.88'	N19°11'04"W	156.66'
C18	843.00'	17°12'03"	253.08'	N15°43'59"W	252.13'
C19	843.00'	09°47'07"	143.97'	N19°26'27"W	143.80'
C20	1900.00'	00°33'21"	18.43'	N00°12'58"W	18.43'

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



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

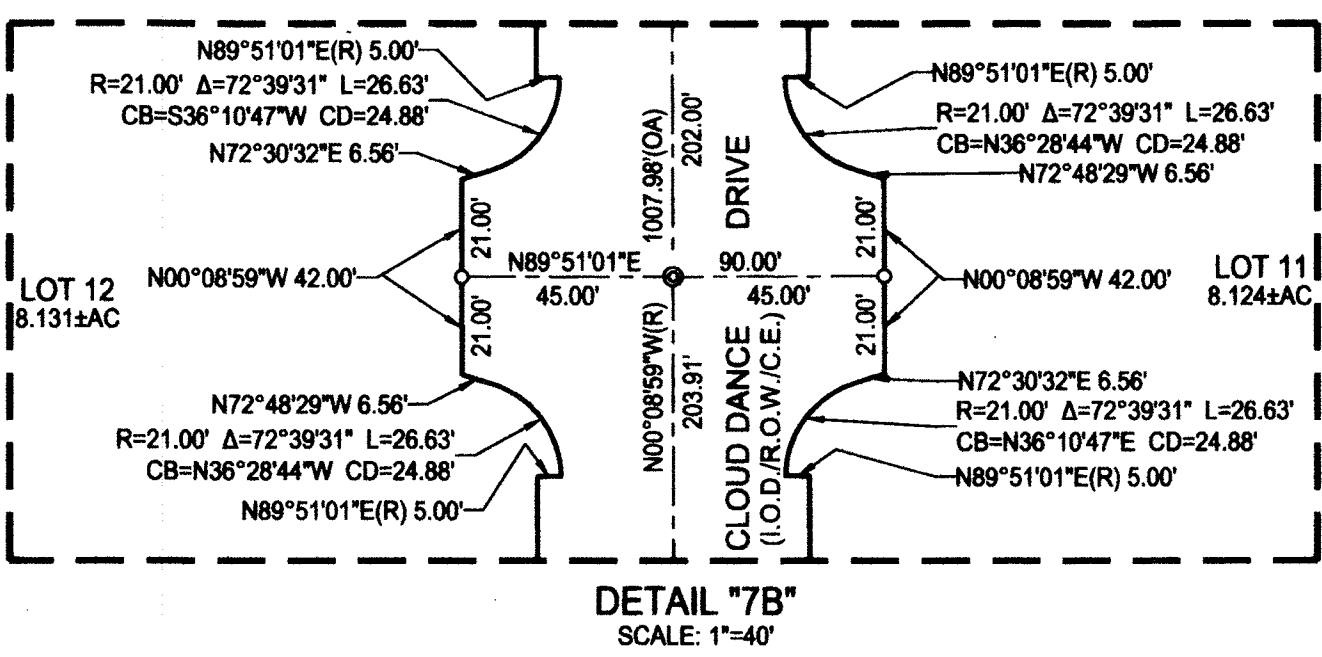
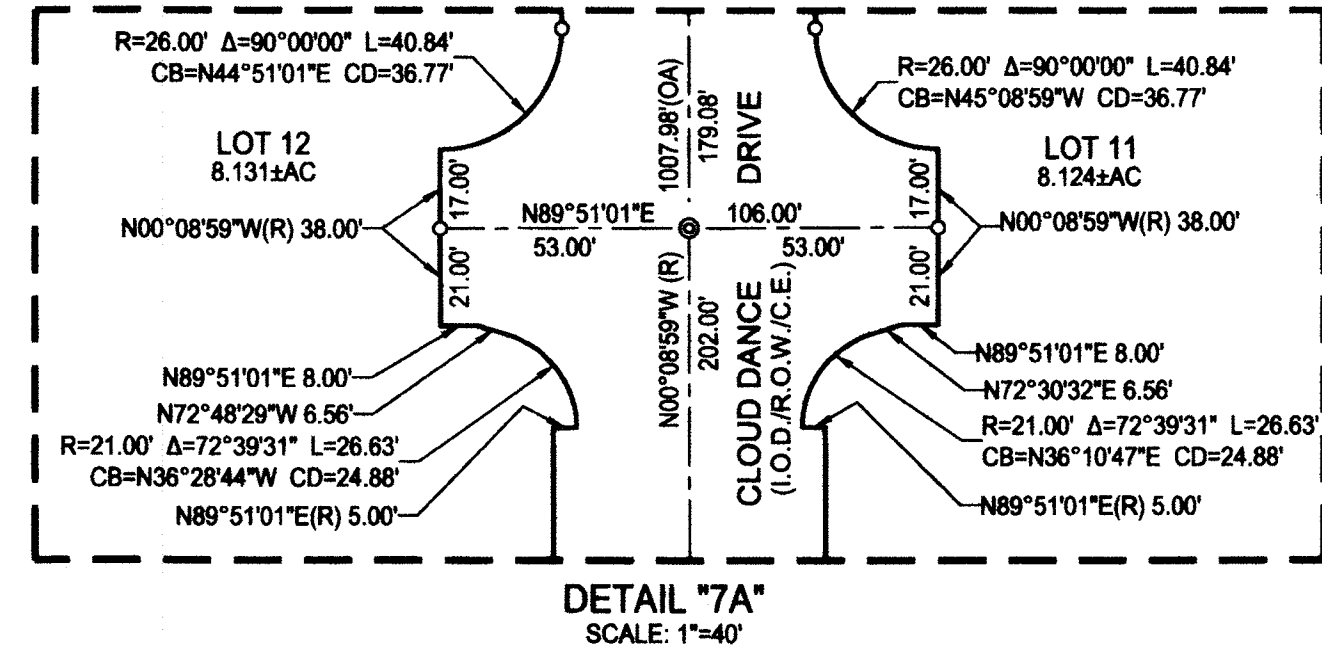
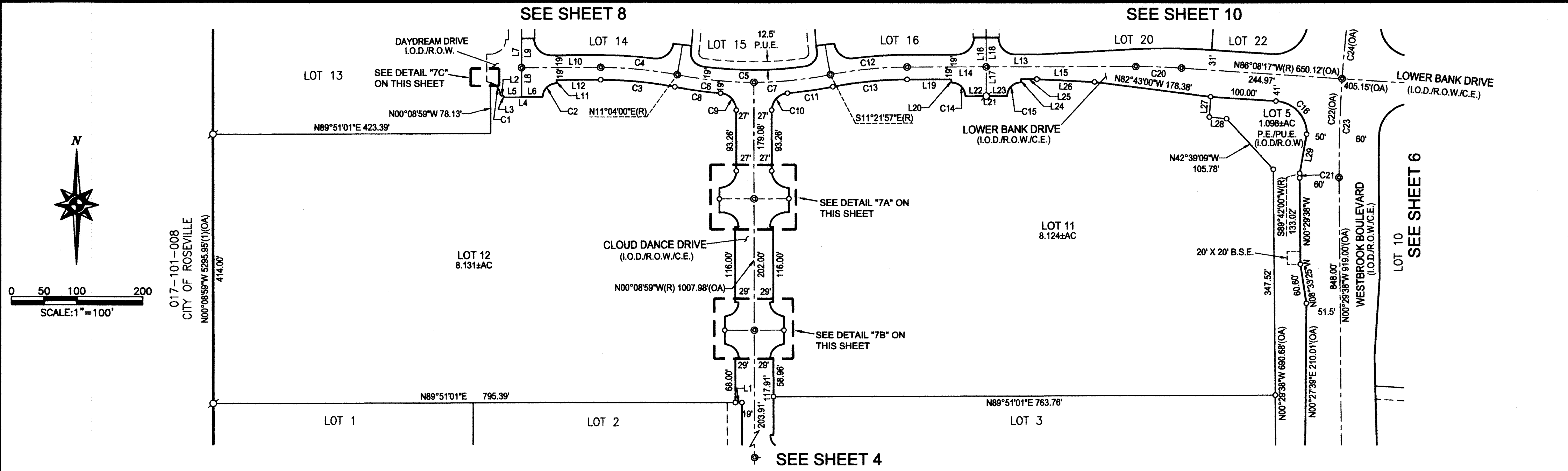
BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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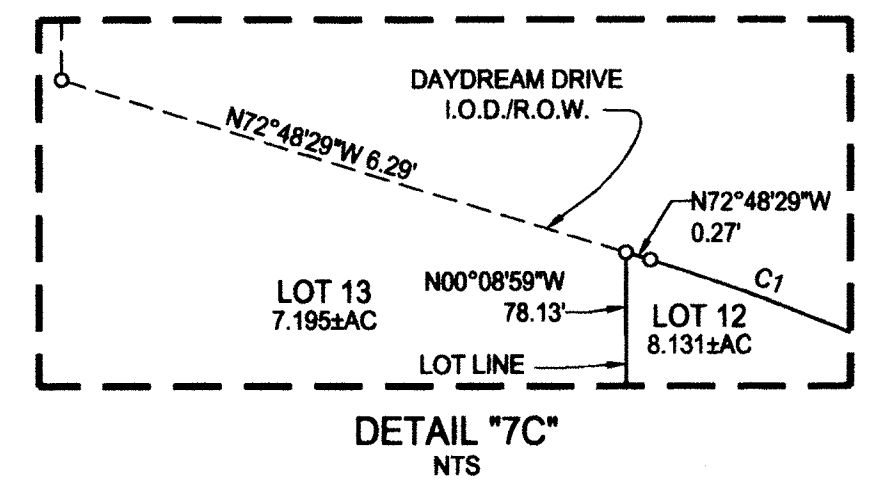
SHEET 6 OF 15 18431.RST



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'
C2	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C3	581.00'	11°12'59"	113.74'	N84°32'29"W	113.56'
C4	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C5	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C6	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C7	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C8	619.00'	06°30'11"	70.26'	N82°11'05"W	70.22'
C9	26.00'	85°17'12"	38.70'	N42°47'35"W	35.23'
C10	26.00'	85°17'12"	38.70'	N42°29'37"E	35.23'
C11	619.00'	06°30'11"	70.26'	N81°53'08"E	70.22'
C12	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C13	581.00'	11°12'59"	113.74'	N84°14'32"E	113.56'
C14	21.00'	90°00'00"	32.99'	N45°08'59"W	29.70'
C15	21.00'	90°00'00"	32.99'	N44°51'01"E	29.70'
C16	50.00'	87°30'59"	76.37'	N42°22'48"W	69.16'
C20	1000.00'	04°00'41"	70.01'	N88°08'38"W	70.00'
C21	2060.00'	00°11'39"	6.98'	N00°23'49"W	6.98'
C22	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C23	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C24	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'

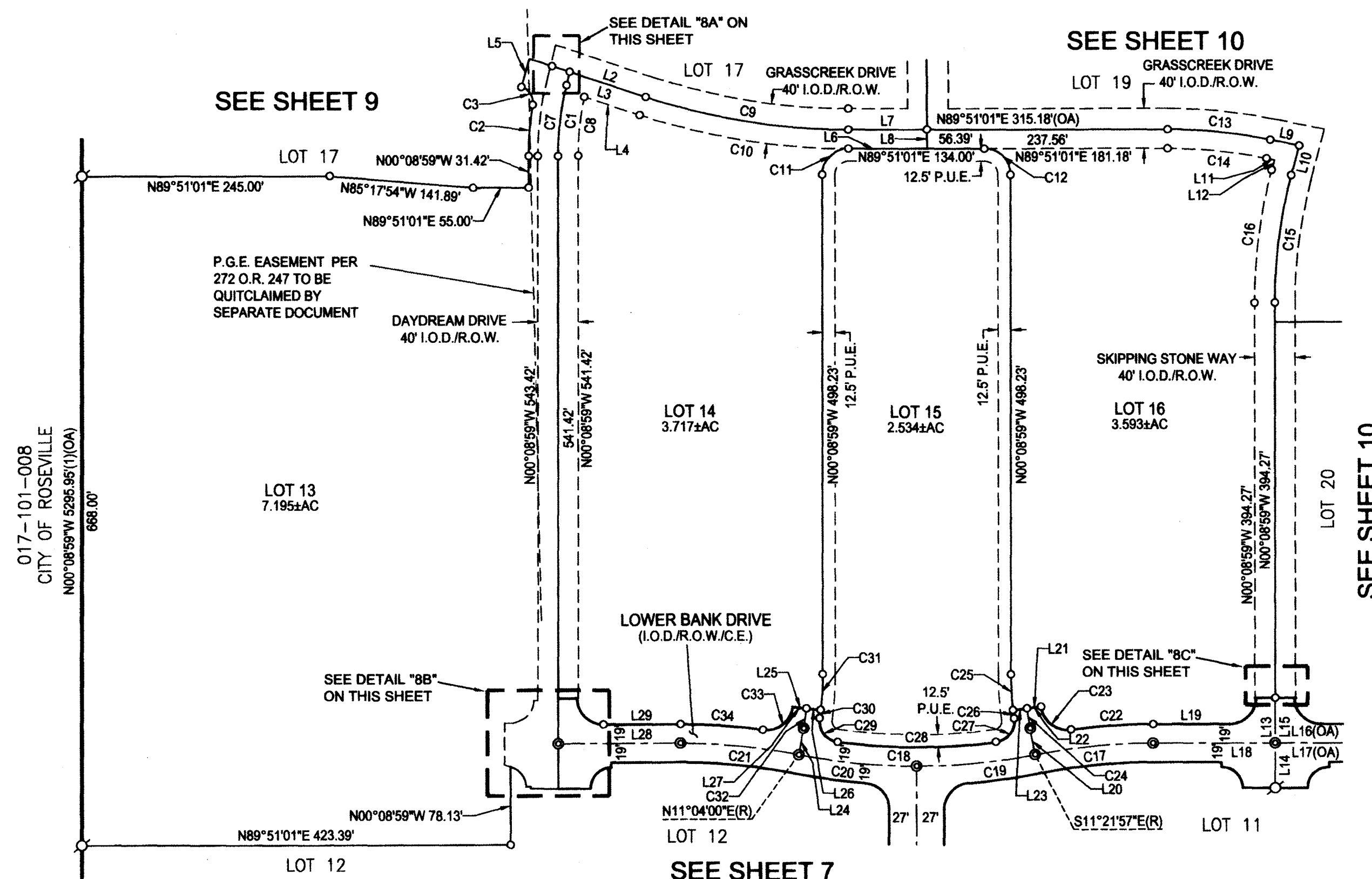
Line Table		
Line #	Bearing	Length
L1	N89°51'01"E	10.00'
L2	N89°51'01"E(R)	5.00'
L3	N00°08'59"W	2.00'
L4	N89°51'01"E(R)	59.00'
L5	N89°51'01"E	27.00'
L6	N89°51'01"E(R)	32.00'
L7	N00°08'59"W	631.42'
L8	N00°08'59"W	45.00'
L9	N00°08'59"W	45.00'
L10	N89°51'01"E(R)	120.58'
L11	N00°08'59"W	5.00'
L12	N89°51'01"E	67.58'
L13	N89°51'01"E	347.88'
L14	N89°51'01"E	120.58'
L15	N89°51'01"E	227.29'
L16	N00°08'59"W	90.00'
L17	N00°08'59"W	45.00'
L18	N00°08'59"W	45.00'
L19	N89°51'01"E	67.58'
L20	N00°08'59"W	5.00'

Line Table		
Line #	Bearing	Length
L21	N89°51'01"E(R)	64.00'
L22	N89°51'01"E(R)	32.00'
L23	N89°51'01"E(R)	32.00'
L24	N00°08'59"W(R)	5.00'
L25	N89°51'01"E	24.38'
L26	N87°08'59"W	87.07'
L27	N03°51'43"E	31.34'
L28	N84°33'18"W	26.32'
L29	N09°58'16"E	61.01'



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

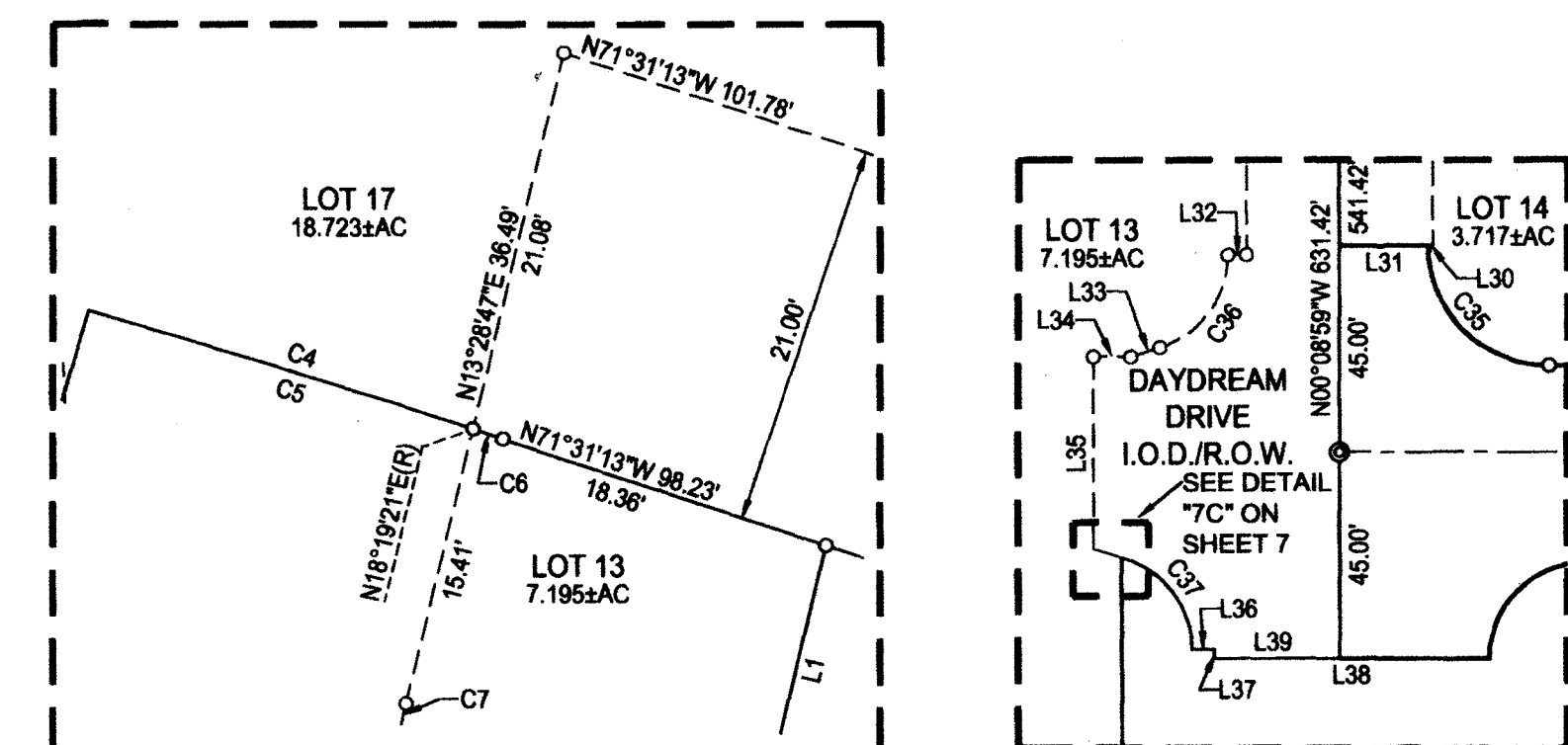
FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190
BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
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SHEET 7 OF 15 18431.RST



Line Table		
Line #	Bearing	Length
L1	N13°28'47"E	13.66
L2	N71°31'13"W	98.23
L3	N71°31'13"W	79.87
L4	N71°31'13"W	58.04
L5	N16°20'12"E(R)	29.00
L6	N89°51'01"E	77.61
L7	N89°51'01"E	77.61
L8	N00°08'59"W	19.00
L9	N78°25'28"W	28.96
L10	N14°34'32"E	30.45
L11	N78°25'28"W	7.96
L12	N14°34'32"E	10.37
L13	N00°08'59"W	90.00
L14	N00°08'59"W	45.00
L15	N00°08'59"W	45.00

Line Table		
Line #	Bearing	Length
L16	N89°51'01"E	347.8
L17	N89°51'01"E	227.2
L18	N89°51'01"E	120.5
L19	N89°51'01"E	75.5
L20	N10°29'21"W	26.9
L21	N83°20'20"E(R)	28.0
L22	N83°20'20"E(R)	14.0
L23	N83°20'20"E(R)	14.0
L24	N10°11'24"E	26.9
L25	N83°38'17"W(R)	28.0
L26	N83°38'17"W(R)	14.0
L27	N83°38'17"W(R)	14.0
L28	N89°51'01"E	120.5
L29	N89°51'01"E	75.5
L30	N89°51'01"E(R)	1.0

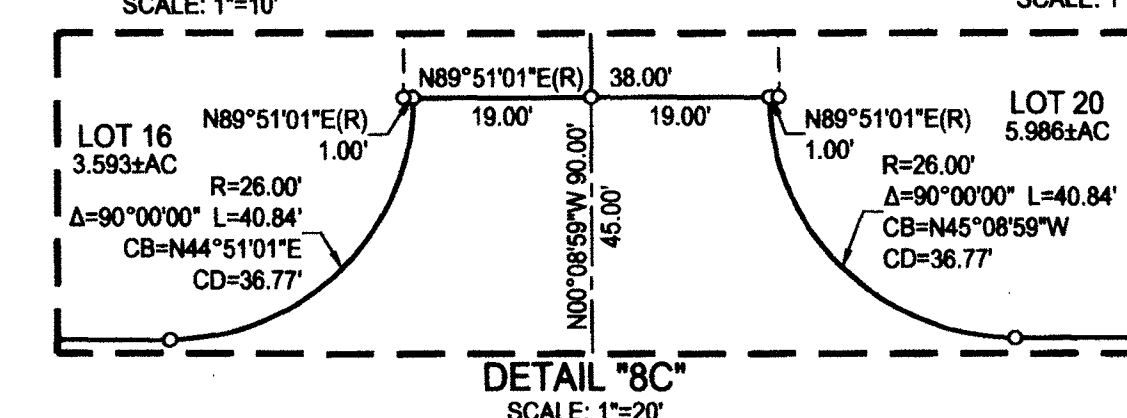
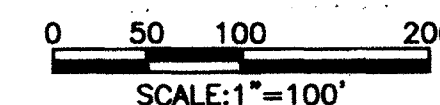
Line Table		
Line #	Bearing	Length
L31	N89°51'01"E(R)	19.00'
L32	N89°51'01"E(R)	4.00'
L33	N72°30'32"E	6.56'
L34	N89°51'01"E	8.00'
L35	N00°08'59"W	42.00'
L36	N89°51'01"E(R)	5.00'
L37	N00°08'59"W	2.00'
L38	N89°51'01"E	59.00'
L39	N89°51'01"E	27.00'



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	300.00'	13°37'45"	71.36'	N06°39'54"E	71.19'
C2	329.00'	08°57'35"	51.45'	N04°19'49"E	51.40'
C3	16.00'	82°28'24"	23.03'	N32°25'36"W	21.09'
C4	625.00'	02°08'34"	23.38'	N72°35'31"W	23.37'
C5	625.00'	01°59'09"	21.66'	N72°40'13"W	21.66'
C6	625.00'	00°09'26"	1.72'	N71°35'56"W	1.72'
C7	320.00'	13°37'45"	76.12'	N06°39'54"E	75.94'
C8	280.00'	12°09'40"	59.43'	N05°55'51"E	59.32'
C9	625.00'	18°37'45"	203.21'	N80°50'06"W	202.32'
C10	644.00'	18°37'45"	209.39'	N80°50'06"W	208.47'
C11	26.00'	90°00'00"	40.84'	N44°51'01"E	36.77'
C12	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C13	500.00'	11°43'31"	102.32'	N84°17'13"W	102.14'
C14	481.00'	11°43'31"	98.43'	N84°17'13"W	98.26'
C15	500.00'	14°43'31"	128.50'	N07°12'47"E	128.15'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C16	520.00'	14°43'31"	133.64'	N07°12'47"E	133.27'
C17	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C18	600.00'	22°25'58"	234.91'	N89°51'01"E	233.42'
C19	600.00'	11°12'59"	117.46'	N84°14'32"E	117.27'
C20	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C21	600.00'	11°12'59"	117.46'	N84°32'29"W	117.27'
C22	619.00'	07°32'57"	81.56'	N86°04'33"E	81.50'
C23	26.00'	91°02'16"	41.31'	N52°10'48"W	37.10'
C24	300.00'	03°49'41"	20.04'	N08°34'31"W	20.04'
C25	314.00'	06°30'42"	35.69'	N03°24'19"W	35.67'
C26	314.00'	01°30'26"	8.26'	N07°24'53"W	8.26'
C27	21.00'	90°17'38"	33.09'	N36°58'42"E	29.77'
C28	581.00'	15°27'01"	156.67'	N89°51'01"E	156.20'
C29	21.00'	90°17'38"	33.09'	N37°16'39"W	29.77'
C30	314.00'	01°30'26"	8.26'	N07°06'56"E	8.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C31	314.00'	06°30'42"	35.69'	N03°06'22"E	35.69'
C32	300.00'	03°49'41"	20.04'	N08°16'34"E	20.04'
C33	26.00'	91°02'16"	41.31'	N51°52'51"E	37.10'
C34	619.00'	07°32'57"	81.56'	N86°22'30"W	81.56'
C35	26.00'	90°00'00"	40.84'	N45°08'59"W	36.77'
C36	21.00'	72°39'31"	26.63'	N36°10'47"E	24.88'
C37	21.00'	72°39'31"	26.63'	N36°28'44"W	24.88'



FINAL MAP OF CREEKVIEW - PHASE 1 LARGE LOT SUBDIVISION SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

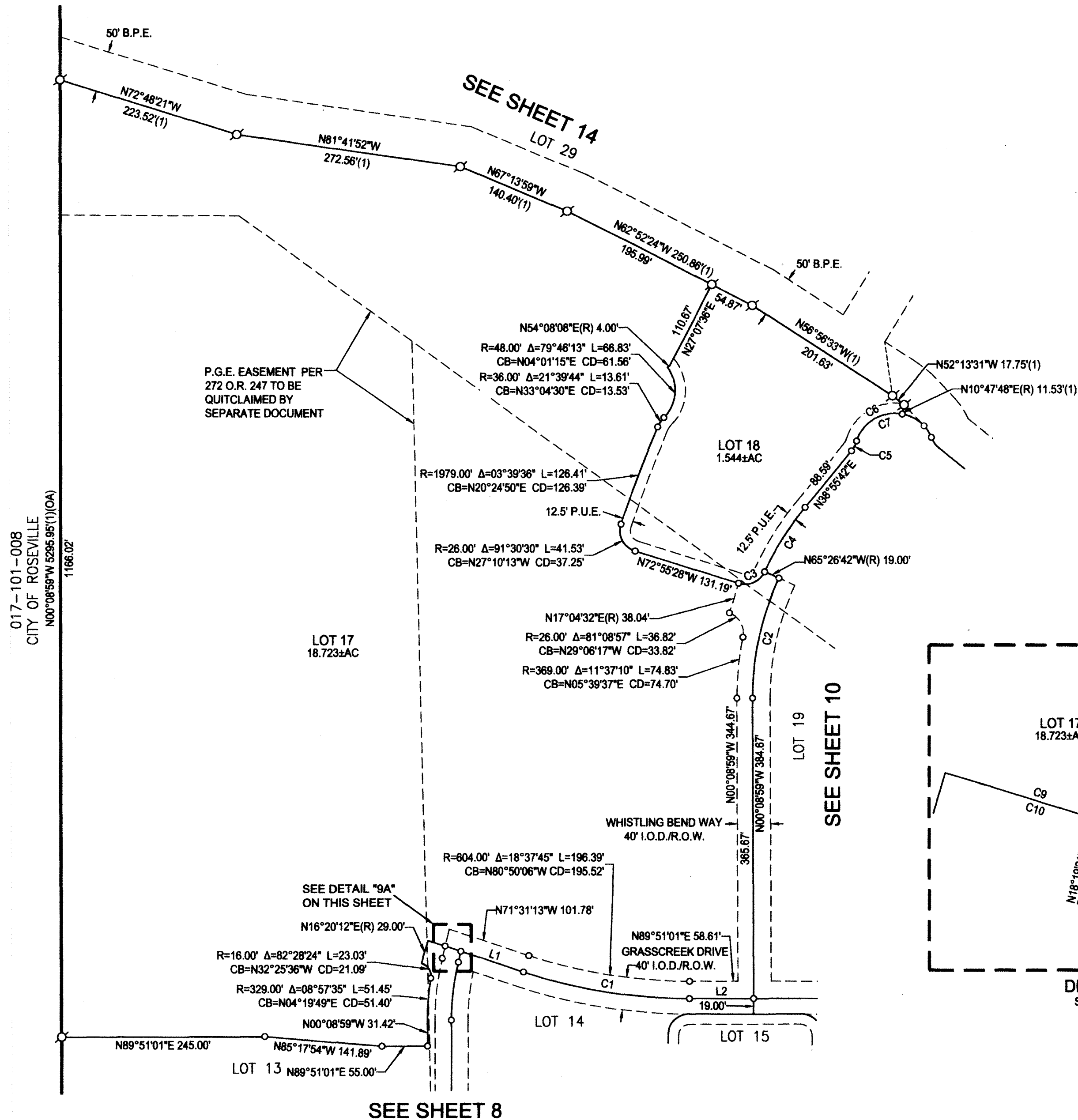
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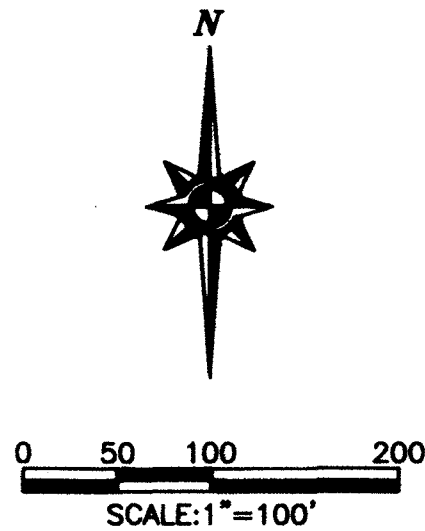
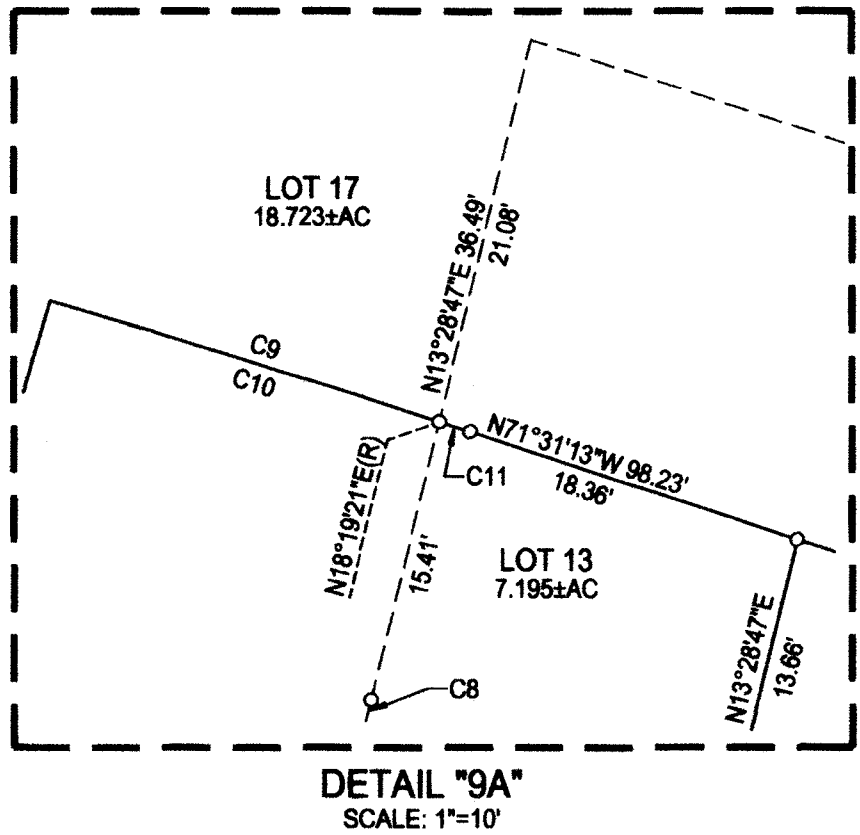
SHEET 8 OF 15 18431.RST

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



Line Table		
Line #	Bearing	Length
L1	N71°31'13\"W	98.23'
L2	N89°51'01\"E	77.61'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	625.00'	18°37'45"	203.21'	N80°50'06\"W	202.32'
C2	350.00'	24°42'16"	150.91'	N12°12'09\"E	149.74'
C3	26.00'	82°31'14"	37.45'	N65°48'55\"E	34.29'
C4	369.00'	14°22'25"	92.57'	N31°44'30\"E	92.33'
C5	36.00'	21°47'12"	13.69'	N28°02'06\"E	13.61'
C6	48.00'	83°39'18"	70.08'	N58°58'09\"E	64.02'
C7	48.00'	140°01'45"	117.31'	N87°09'23\"E	90.22'
C8	320.00'	13°37'45"	76.12'	N06°39'54\"E	75.94'
C9	625.00'	02°08'34"	23.38'	N72°35'31\"W	23.37'
C10	625.00'	01°59'09"	21.66'	N72°40'13\"W	21.66'
C11	625.00'	00°09'26"	1.72'	N71°35'56\"W	1.72'



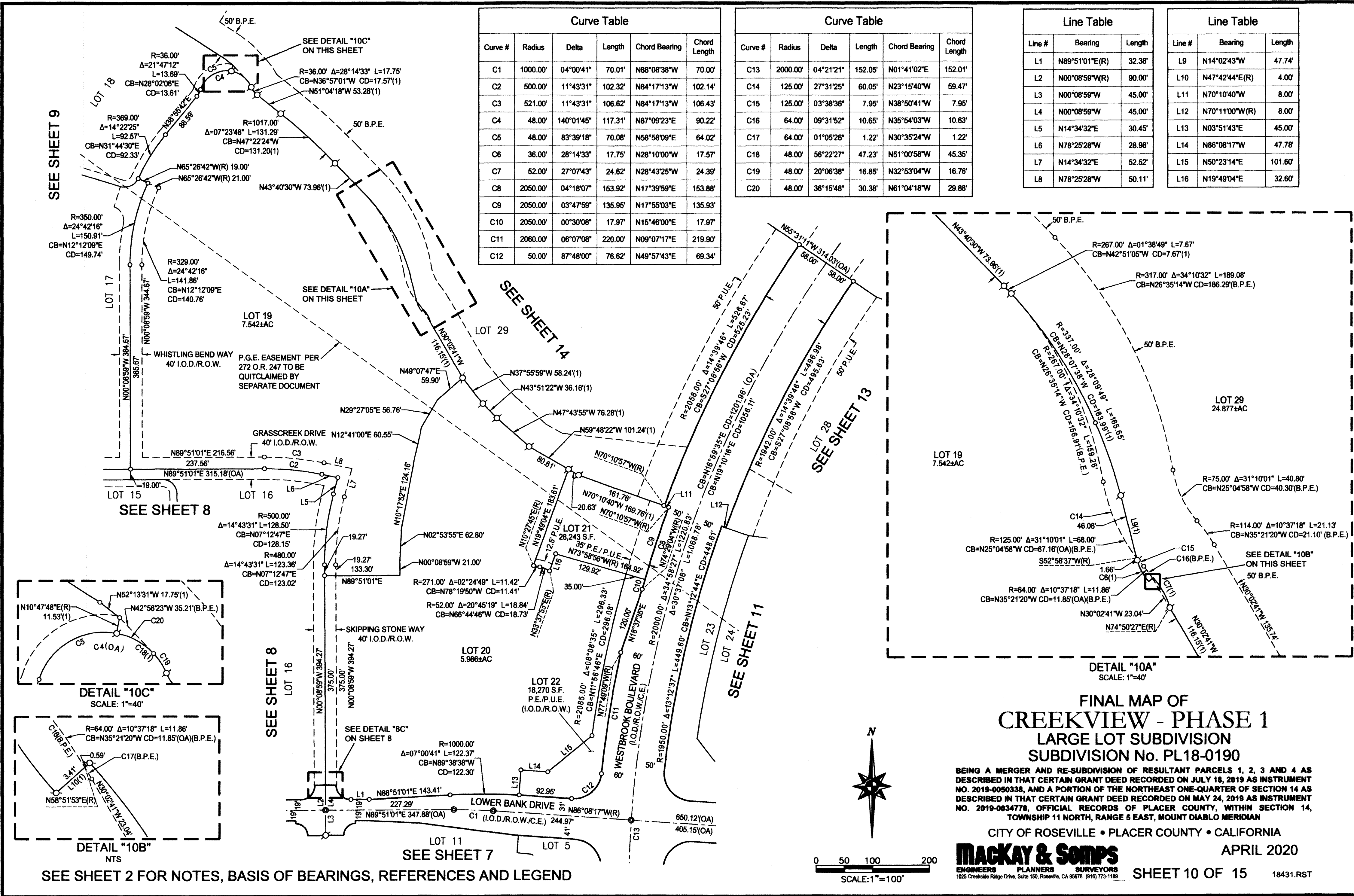
FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

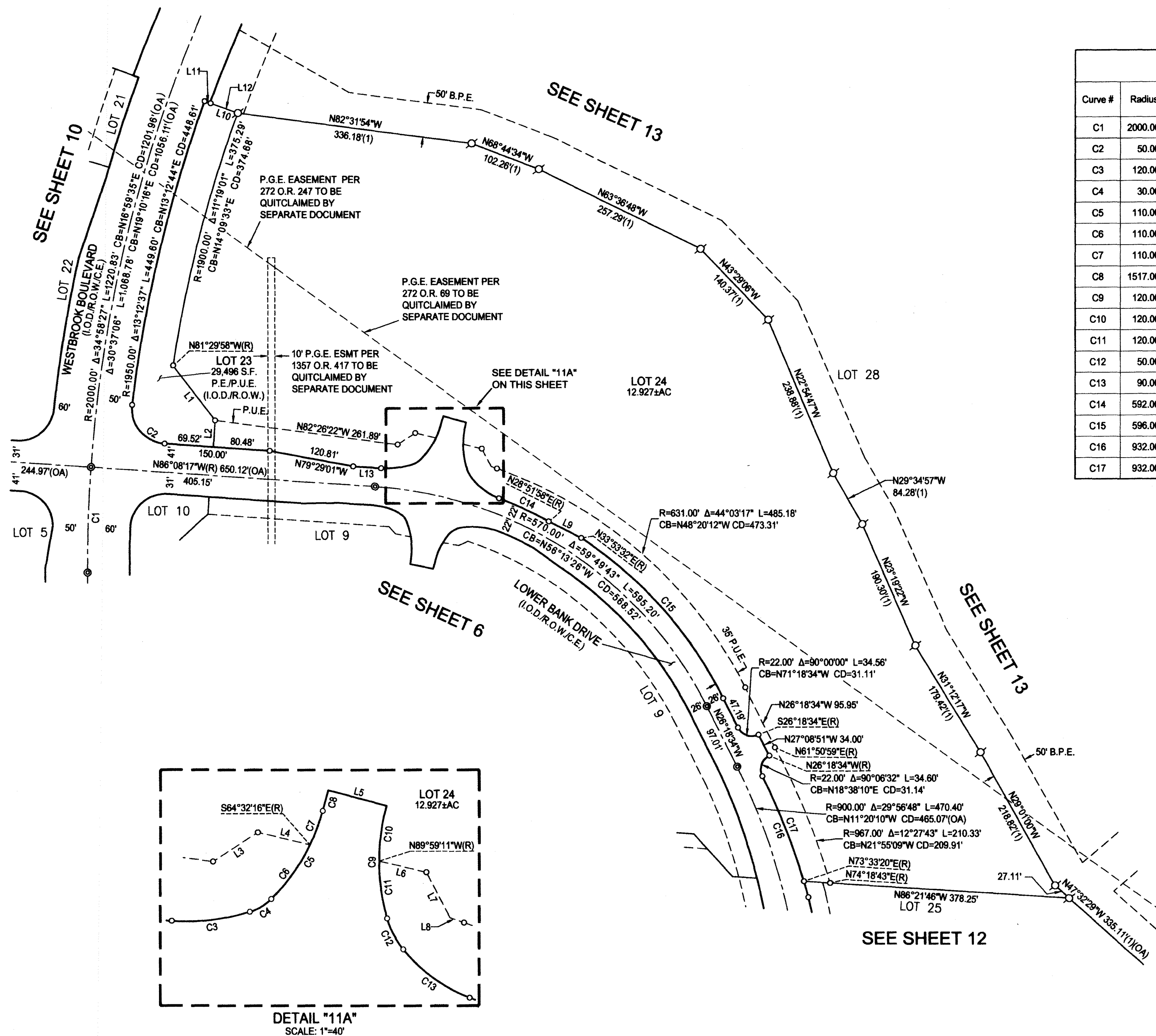
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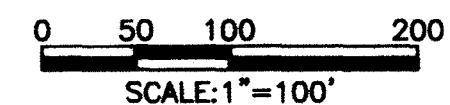
APRIL 2020





Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2000.00'	04°21'21"	152.05'	N01°41'02"E	152.01'
C2	50.00'	92°44'43"	80.94'	N39°45'56"W	72.38'
C3	120.00'	21°17'00"	44.58'	N83°13'13"E	44.32'
C4	30.00'	27°13'19"	14.25'	N58°58'03"E	14.12'
C5	110.00'	30°36'46"	58.77'	N30°03'01"E	58.08'
C6	110.00'	19°53'39"	38.19'	N35°24'34"E	38.00'
C7	110.00'	10°43'07"	20.58'	N20°06'11"E	20.55'
C8	1517.00'	00°27'46"	12.25'	N14°58'31"E	12.25'
C9	120.00'	31°00'23"	64.94'	N00°17'47"W	64.15'
C10	120.00'	15°11'35"	31.82'	N07°36'36"E	31.73'
C11	120.00'	15°48'48"	33.12'	N07°53'35"W	33.01'
C12	50.00'	22°51'29"	19.95'	N27°13'43"W	19.82'
C13	90.00'	30°01'24"	47.16'	N53°40'10"W	46.62'
C14	592.00'	07°32'50"	77.98'	N64°54'27"W	77.92'
C15	596.00'	29°47'54"	309.97'	N41°12'31"W	306.49'
C16	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C17	932.00'	09°58'28"	162.24'	N21°25'53"W	162.04'

Line Table		
Line #	Bearing	Length
L1	N37°29'50"W	99.09'
L2	N03°51'43"E	38.28'
L3	N56°35'24"E	30.20'
L4	N76°37'47"W	30.42'
L5	N74°47'36"W (R)	34.00'
L6	N76°37'47"W	27.44'
L7	N27°13'29"W	29.19'
L8	N70°21'51"W	8.41'
L9	N63°00'28"W	52.24'
L10	N70°11'00"W (R)	50.00'
L11	N70°11'00"W (R)	8.00'
L12	N70°11'00"W (R)	42.00'
L13	N86°08'17"W	39.88'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

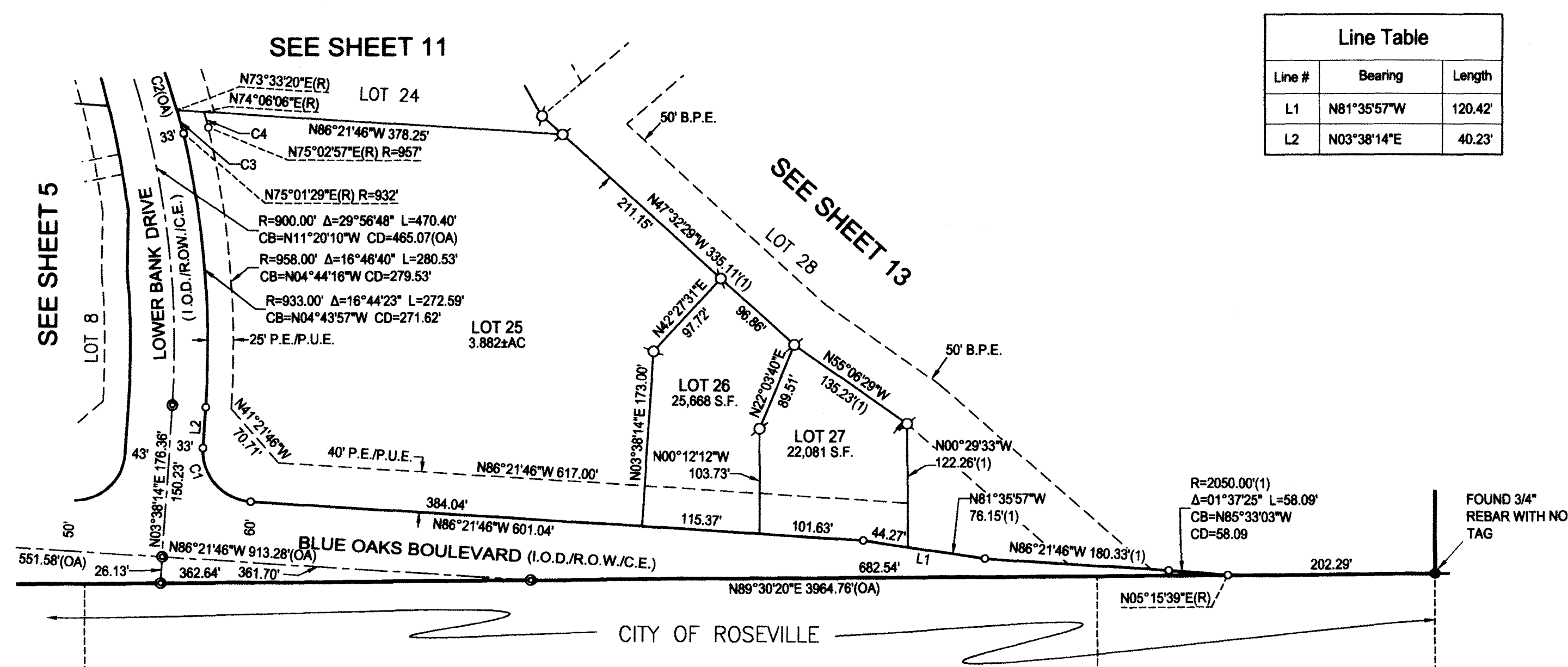
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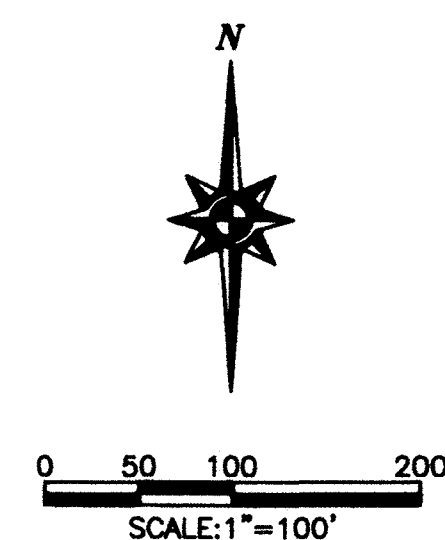
SHEET 11 OF 15 **18431.RST**

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



Line Table		
Line #	Bearing	Length
L1	N81°35'57"W	120.4
L2	N03°38'14"E	40.2

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	50.00'	90°00'00"	78.54'	N41°21'46"W	70.71'
C2	932.00'	11°26'35"	186.14'	N20°41'49"W	185.83'
C3	932.00'	01°28'09"	23.90'	N15°42'36"W	23.90'
C4	957.00'	00°56'51"	15.82'	N15°25'28"W	15.82'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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

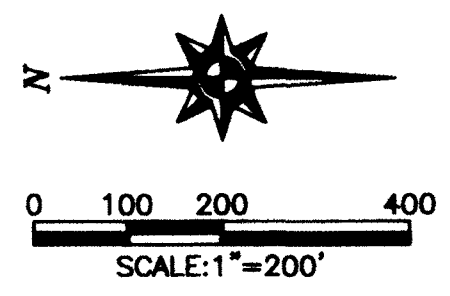
APRIL 2020

SHEET 12 OF 15 18431.RST

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

Line Table		
Line #	Bearing	Length
L1	N70°10'40"W	8.00'
L2	N70°11'00"W(R)	8.00'
L3	N70°11'00"W(R)	42.00'
L4	N81°35'57"W	76.15'
L5	N86°21'46"W	180.33'
L6	N55°31'11"W(R)	58.00'
L7	N55°31'11"W(R)	58.00'
L8	N60°09'22"W	180.06'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2050.00'	01°37'25"	58.09'	N85°33'03"W	58.09'
C2	1942.00'	14°39'46"	496.98'	N27°08'56"E	495.63'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C5	2058.00'	14°39'46"	526.67'	N27°08'56"E	525.23'
C6	1942.00'	11°19'50"	384.04'	N28°48'54"E	383.42'
C7	1942.00'	03°19'56"	112.94'	N21°29'01"E	112.92'
C8	230.00'	05°30'19"	22.10'	N52°05'09"E	22.09'
C9	170.00'	16°44'48"	49.69'	N57°42'23"E	49.51'



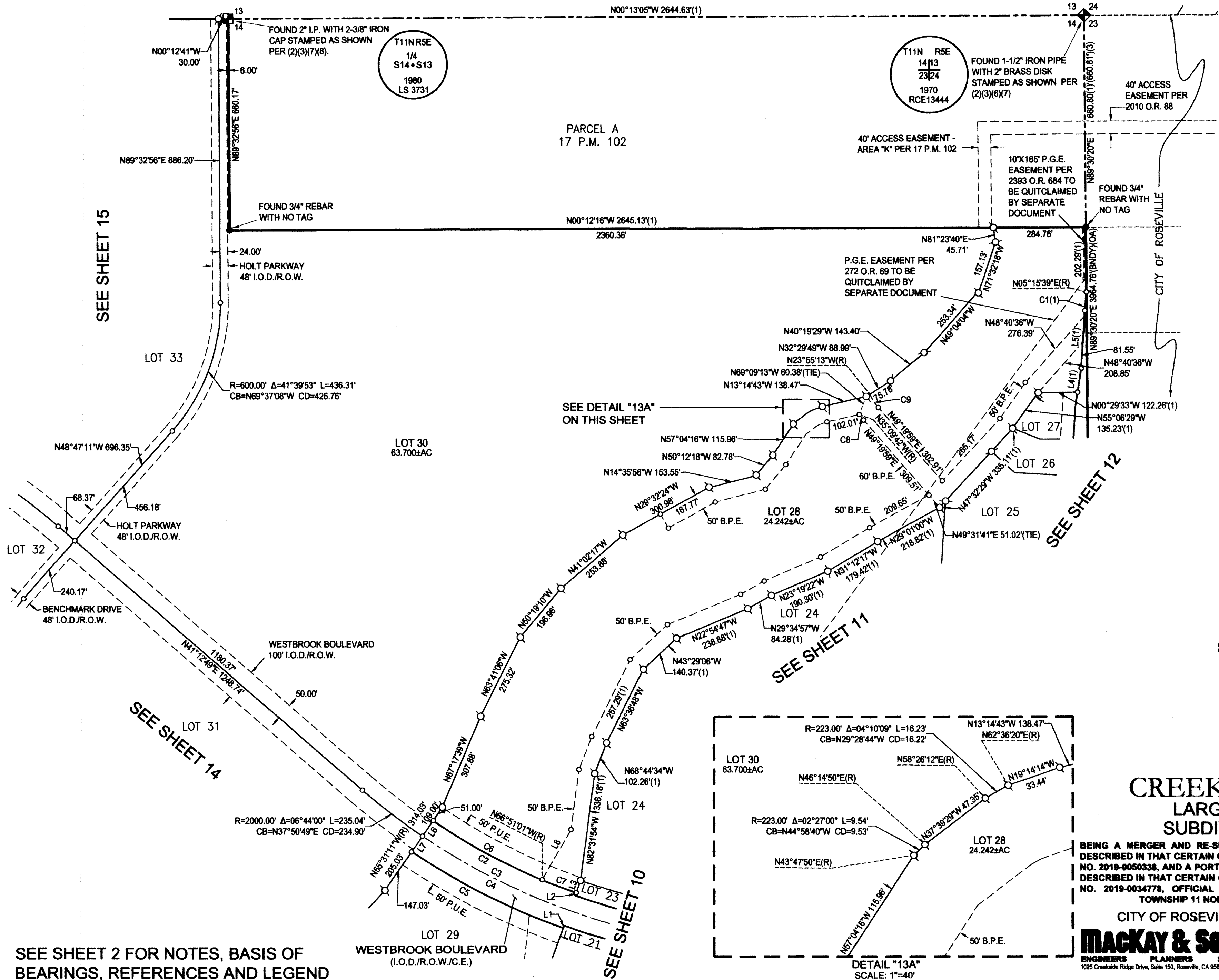
FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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APRIL 2020

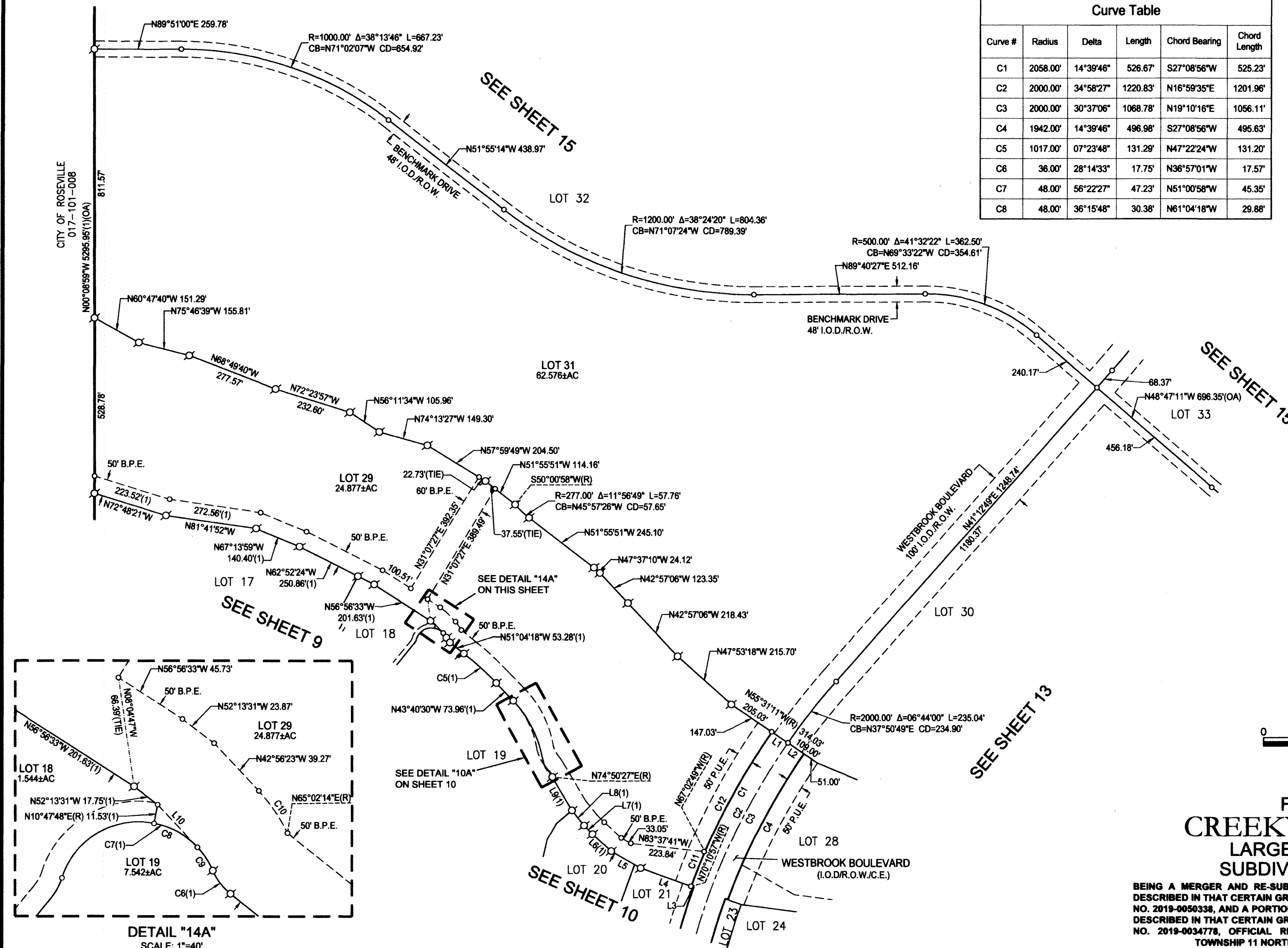


SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	2058.00'	14°39'46"	526.67'	S27°08'56"W	525.23'
C2	2000.00'	34°58'27"	1220.83'	N16°59'35"E	1201.96'
C3	2000.00'	30°37'06"	1068.78'	N19°10'16"E	1056.11'
C4	1942.00'	14°39'46"	496.98'	S27°08'56"W	495.63'
C5	1017.00'	07°23'48"	131.29'	N47°22'24"W	131.20'
C6	36.00'	28°14'33"	17.75'	N36°57'01"W	17.57'
C7	48.00'	56°22'27"	47.23'	N51°00'58"W	45.35'
C8	48.00'	36°15'48"	30.38'	N61°04'18"W	29.86'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C9	48.00'	20°06'38"	16.85'	N32°53'04"W	16.76'
C10	96.00'	17°58'37"	30.75'	N33°57'04"W	30.62'
C11	2058.00'	03°08'08"	112.63'	N21°23'07"E	112.61'
C12	2058.00'	11°31'38"	414.04'	N28°43'00"E	413.34'

Line Table		
Line #	Bearing	Length
L1	N55°31'11"W (R)	58.00'
L2	N55°31'11"W (R)	58.00'
L3	N70°10'40"W	8.00'
L4	N70°10'40"W	161.76'
L5	N59°48'22"W	101.24'
L6	N47°43'55"W	76.28'
L7	N43°51'22"W	36.16'
L8	N37°55'59"W	58.24'
L9	N30°02'41"W	116.15'
L10	N42°56'23"W	35.21'



FILE SHEET 13

FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

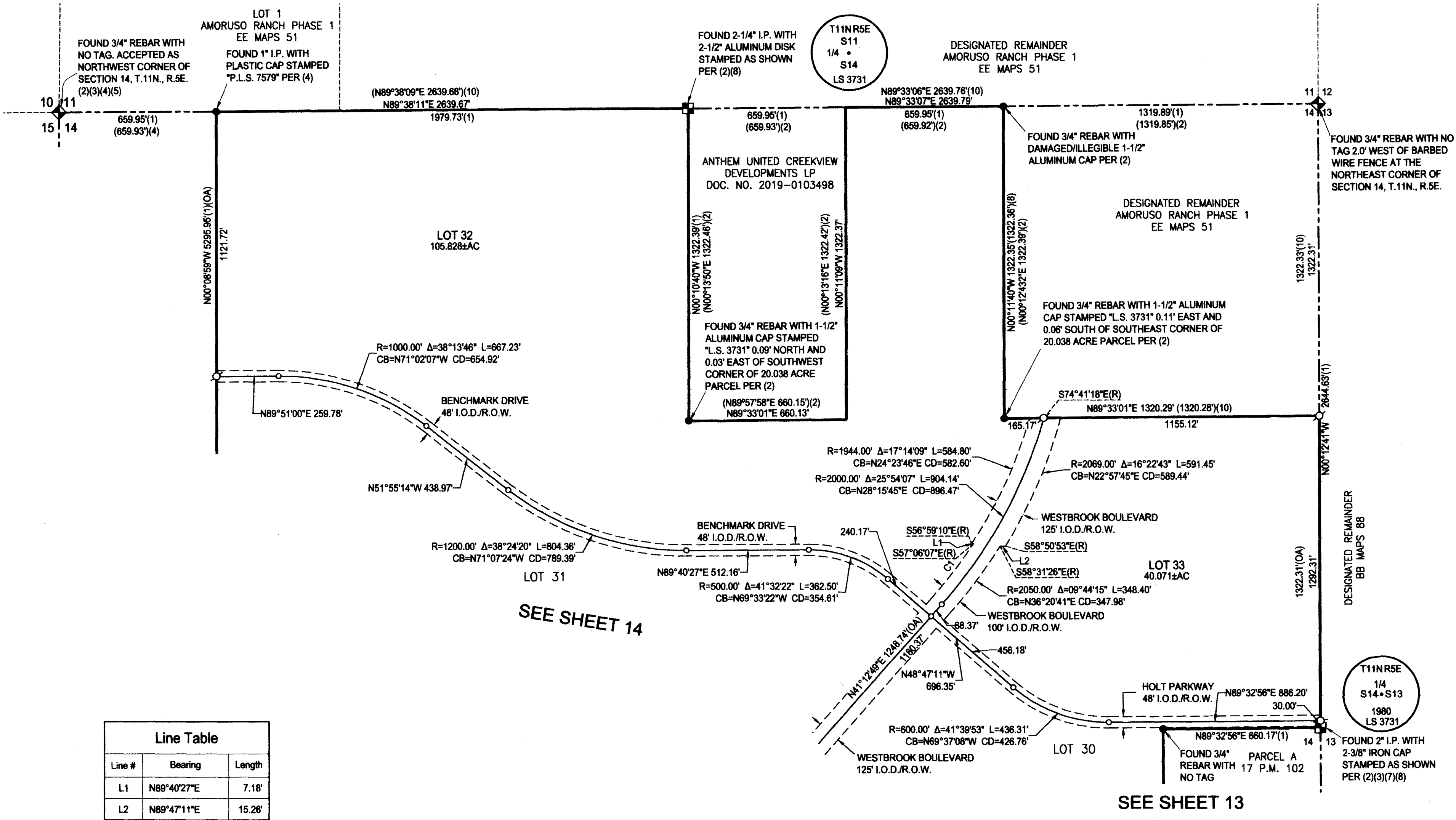
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APRIL 2020

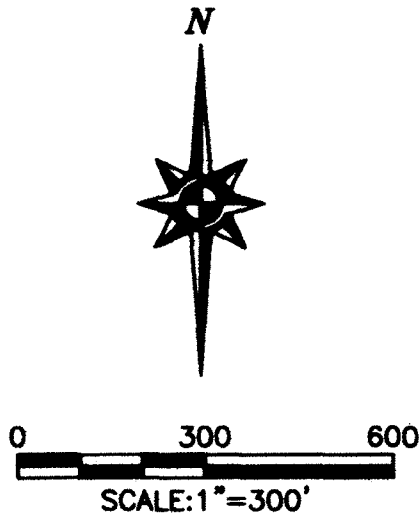
SHEET 14 OF 15 18431.RST

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



Line Table		
Line #	Bearing	Length
L1	N89°40'27\"E	7.18'
L2	N89°47'11\"E	15.26'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1950.00'	08°18'56\"	283.01'	N37°03'21\"E	282.76'



FINAL MAP OF
CREEKVIEW - PHASE 1
LARGE LOT SUBDIVISION
SUBDIVISION No. PL18-0190

BEING A MERGER AND RE-SUBDIVISION OF RESULTANT PARCELS 1, 2, 3 AND 4 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 18, 2019 AS INSTRUMENT NO. 2019-0050338, AND A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 14 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 24, 2019 AS INSTRUMENT NO. 2019-0034778, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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APRIL 2020



COUNCIL COMMUNICATION

CC #: 2998

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

Title: Longmeadow Parkside Community Facilities District No. 1 Bond Proceeds - Budget Adjustment
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 10/18/2023

Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment of \$250,000 from the Longmeadow Parkside Community Facilities District (CFD) No. 1 bond refunding to the Parks, Recreation & Libraries Capital Projects Fund and appropriating those funds to three new capital improvement projects (CIPs) within the Longmeadow Parkside CFD boundaries.

BACKGROUND

The refunding of the Longmeadow CFD No. 1 bonds occurred in July 2023 and provided \$250,000 of savings available for capital projects. In reviewing the renovation needs for the Longmeadow area, a spending plan was developed and includes:

- FY2023-24: \$30,000 for park-wide repairs at Rickey Park. This includes play surfacing repairs, replacement of site furnishings, bark mulch and replanting
- FY2024-25: \$30,000 for streetscape plant and irrigation upgrades in Longmeadow CFD No. 2 and Woodcreek East CFD No. 2
- FY2025-26: \$190,000 for the play structure replacement at Rickey Park

FISCAL IMPACT

The recommended budget adjustment recognizes the revenue from the bond refunding available for capital projects. The budget adjustment also transfers the bond refunding savings out of the Longmeadow Parkside CFD No. 1 and into the Parks, Recreation & Libraries Capital Projects Fund to appropriate \$30,000 to the Longmeadow Rickey Park Park-wide Renovations project, \$30,000 to the Longmeadow CFD and Woodcreek East CFD Streetscape Upgrade project and \$190,000 to the Longmeadow Rickey Park Play Structure Replacement project. Any shortfalls to funding the above projects would be budgeted through the Longmeadow CFD No. 2 (Services

District) sinking funds. This action does not impact the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Manager

Jill Geller, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

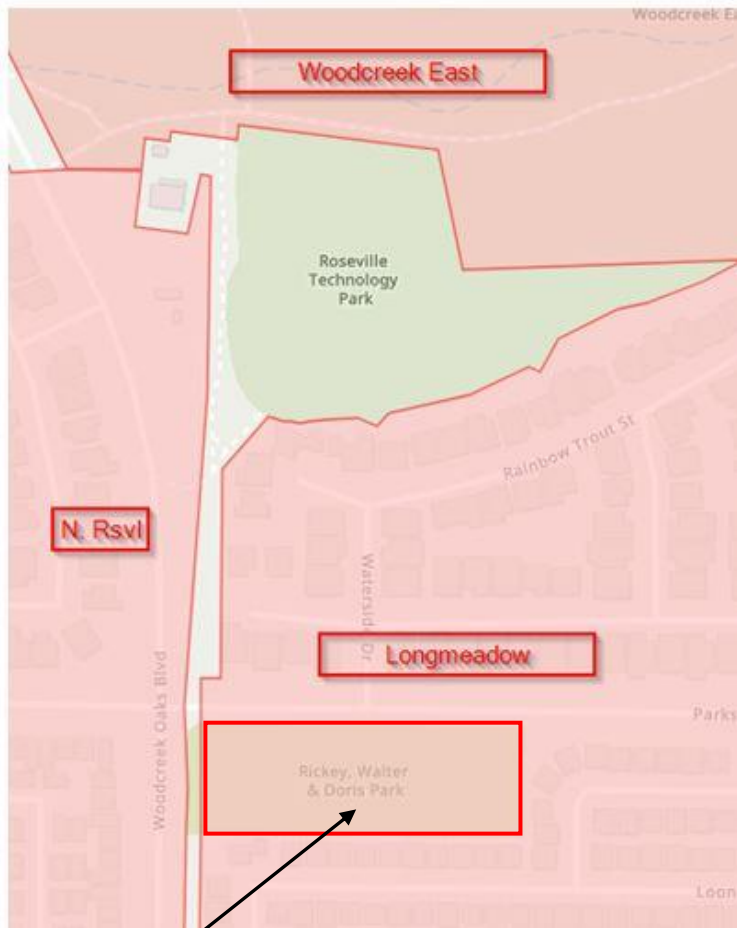
Description

Vicinity Map

Ordinance 6738

Budget Adjustment

Longmeadow CFD 1 Bond Proceeds – Vicinity Map



Rickey Park

ORDINANCE NO. 6738

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 Longmeadow Community Facilities District 1 bond proceeds.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Tara Gee, Park Planning & Development Manager FISCAL YEAR: FY2023-24
 PREPARER NAME & TITLE: Anita Kwong, Management Analyst COUNCIL DATE (if applicable): 10/18/23
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Development ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7426	5569	80701		250,000	Increase budget to move bond proceeds to PRL Capital Projects Fund
3130	5423	84001	500423	30,000	Establish project budget
3130	5423	84001	500424	30,000	Establish project budget
3130	6587	84001	500425	190,000	Establish project budget
TOTAL				500,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
7426	4710	80701		250,000	Increase revenue budget - Bond refunding - Longmeadow Parkside CFD 1
3130	4780	10001		250,000	Increase revenue budget - Bond proceeds from Longmeadow Parkside CFD 1
TOTAL				500,000	

NET ADJUSTMENT	-
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FUND BALANCE

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

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department requests a budget adjustment for FY2023-24 to move \$250,000 of bond proceeds from Longmeadow Parkside CFD (fund 7426) to the PRL Capital Projects Fund (fund 3130) in order to fund three projects. The three projects will fund 1) 500424 - Park-wide repairs at Rickey Park with planned completion in FY24 (\$30,000), 2) 500423 - streetscape and irrigation upgrades in Longmeadow and Woodcreek East CFDs with planned completion in FY25 (\$30,000) and 3) 500425 - play structure replacement at Rickey Park with planned completion in FY26 (\$190,000). There is no impact on the General Fund.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE		09/20/2023 DATE	
		BUDGET MANAGER / DESIGNEE DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE DATE		CITY MANAGER / DESIGNEE DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 3000

File #: 0203-10 & 0201-01

Title: Maidu Community Center Audiovisual Upgrades - Budget Adjustment

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

Meeting Date: 10/18/2023

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of one hundred thousand dollars (\$100,000) to create a new project for audiovisual upgrades at the Maidu Community Center and Riley Meeting Rooms.

BACKGROUND

The Parks, Recreation & Libraries (PRL) Department is requesting a budget adjustment to appropriate funds for a capital project for audiovisual upgrades at the Maidu Community Center and Riley Meeting Rooms. One hundred thousand dollars (\$100,000) for this project was approved in the FY2023-24 budget.

Both of these facilities generate revenues through facility rentals hosting a variety of public and private events such as wedding receptions, parties, and business meetings. To make the facility more attractive and conducive to these events, now and into the future, staff have identified the need to upgrade audiovisual equipment in both facilities and have prioritized upgrading the equipment in both the main reception hall and Meeting Rooms 1 and 2 at the Maidu Community Center due to the age and functionality of the existing equipment. Remaining funds will be used to upgrade the equipment at the Riley Meeting Rooms.

FISCAL IMPACT

One hundred thousand dollars (\$100,000) for these upgrades was approved in the FY2023-24 budget and included in Parks, Recreation & Libraries operating budget. This budget adjustment will reduce that appropriation and move it into a project, resulting in no net impact on the General Fund.

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 A – Remain fiscally responsible in a changing world

Goal D – Enhance economic vitality

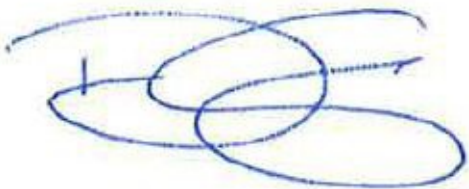
Goal E – Deliver exceptional city services

Goal F – Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rob Nakamura, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation, & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6739

Budget Adjustment

CEQA Exemption - AV Upgrades

ORDINANCE NO. 6739

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 Maidu Community Center audiovisual upgrades.

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: Rob Nakamura, Recreation Superintendent FISCAL YEAR: FY2023-24
PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 10/18/2023
DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Recreation ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5524	58001	000000	(100,000)	Reduce Facility – Demand Services for PRL Administration
1001	6587	84001	500426	100,000	Establish budget for project #500426
TOTAL				-	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	-
----------------	---

FUND BALANCE

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

Justification for Budget Adjustment:

The Parks, Recreation & Libraries (PRL) Department requests a budget adjustment of \$100,000 to establish the Audio Visual Equipment Upgrades at Maidu Community Center and Riley Meeting Rooms, project 500426. Improvements will include a ceiling mounted projector, audio upgrades and multiple monitors. The upgrades and funding were approved during the FY24 budget development process and added into PRL's operating budget. This budget adjustment will reduce that appropriation and move it into a new project. There is no net impact on the General Fund. □

REQUIRED APPROVALS:

	09/18/2023		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019

9/15/2023 4:07 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: Maidu Community Center Audio/Visual Upgrades

Project Location(s): 1550 Maidu Drive, Roseville CA 95661

Project Description: The project is a proposal by the Parks, Recreation and Libraries Department for the replacement of the existing audio visual equipment at the Maidu Community Center. Competing with other regional spaces and facilities, staff have identified the need to upgrade audio visual equipment in both the main reception hall, as well as, meeting room 1 and 2 in effort to meet the technology needs for today's events and in the future. Large video screens, improved sound, and ease of connectivity for presentations is desired for both spaces.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Parks, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists ofminor alteration of existing public or private structures, facilities, [and] mechanical equipment"...involving negligible or no expansion of existing or former use... Examples include but are not limited to: "interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances..."

The project is a minor alteration in the form of replacement of the existing audio visual equipment at Maidu Community Center, and would not expand use beyond existing levels. Furthermore, no environmentally sensitive resources are located within the project site; and therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Robert Nakamura, Parks, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. (916) 774-5135.

Signature: _____

A handwritten signature in black ink that reads "Jessica Lynch".

Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 9-29-2023



COUNCIL COMMUNICATION

CC #: 2987

File #: 0800-03 & 0201-01

Title: Utility Billing Payment Transactions - Budget Adjustment

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

Meeting Date: 10/18/2023

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance authorizing a budget adjustment in the amount of \$220,000 split between the Electric Fund, Water Operations Fund, Wastewater Operations Fund and Waste Services Operations Fund to cover increased VISA transaction fees and higher paperless customer bill pay adoption volumes for utility services payments. There are adequate resources in these funds for this expenditure increase.

BACKGROUND

Roseville's Customer Self Service (CSS) website offers customers a way to quickly view their account, pay their bills on-line, and many other self-service options. Customers can make payments immediately or schedule automatic monthly payments or pay-by-text. Recently, Roseville has experienced a significant increase in the volumes of customers choosing bill pay options such as one-time pay, autopay, and pay-by-text services for utility billing services. These services provide convenient payment options for our utility customers to pay their utility bills. Additionally, the City was recently notified of an increase in VISA transaction fees per payment. This budget adjustment of \$220,000 is for the VISA credit card transaction fee increases and the increased paperless bill pay adoption costs.

FISCAL IMPACT

A budget adjustment allocating a total of \$220,000 from the Electric Fund (\$110,000), Water Operations Fund (\$36,667), Wastewater Operations Fund (\$36,667) and Waste Services Operations Fund (\$36,666) is proposed to cover increased VISA transaction fees and higher paperless customer bill pay adoption volumes for utility services payments. There are adequate resources in these funds for this expenditure increase.

ENVIRONMENTAL REVIEW

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

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal D - Support economic vitality

Respectfully Submitted,

Andrea Blomquist, Utility Billing Operations Manager

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6736

Budget Adjustment

ORDINANCE NO. 6736

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 to cover increased VISA transaction fees and higher paperless customer bill pay adoption volumes for utility services payments.

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: Andrea Blomquist - Utility Billing Operations Manager FISCAL YEAR: 2024
PREPARER NAME & TITLE: Emily Sawin - Administrative Technician COUNCIL DATE (if applicable): 10/18/23
DEPARTMENT/DIVISION: Electric/Customer Care ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	5301	70083		110,000	Increase budget - VISA and paperless bill pay adoption fees
6101	5301	74183		36,667	Increase budget - VISA and paperless bill pay adoption fees
6201	5301	74383		36,667	Increase budget - VISA and paperless bill pay adoption fees
6301	5301	74283		36,666	Increase budget - VISA and paperless bill pay adoption fees
TOTAL				220,000	

REVENUES/TRANSFERS IN

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

NET ADJUSTMENT	220,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(110,000)	Reduce available resources in the Electric Fund
6101				(36,667)	Reduce available resources in the Water Ops Fund
6201				(36,667)	Reduce available resources in the WW Ops Fund
6301				(36,666)	Reduce available resources in the Waste Services Fund
TOTAL				(220,000)	

Justification for Budget Adjustment:

This budget adjustment is recommended to increase the expenditure budget in the Roseville Electric and Environmental Utilities funds to cover increased VISA transaction fees and higher paperless bill pay adoption costs for utility services payments. □

REQUIRED APPROVALS:

Daniel Beans 9/18/23
Daniel Beans (Sep 14, 2023 11:41 PDT)

REQUESTING DEPARTMENT HEAD / DESIGNEE _____ DATE _____

BUDGET MANAGER / DESIGNEE _____ DATE _____

CHIEF FINANCIAL OFFICER / DESIGNEE _____ DATE _____

CITY MANAGER / DESIGNEE _____ DATE _____

BUDGET DEPARTMENT USE ONLY:

POSTED BY _____ DATE _____

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2992

File #: 0214 & 0716 & 0201-01

Title: Institute of Museum and Library Services - Grant Award and Budget Adjustment

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

Meeting Date: 10/18/2023

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- Adopt a resolution to accept a \$46,273 grant award from the Institute of Museum and Library Services, from their Inspire! Grant for Small Museums program; and
- Adopt an ordinance approving a budget adjustment in the amount of \$46,273 to create a new project for the expenditure of these funds for programs at the Maidu Museum & Historic Site.

BACKGROUND

The Maidu Museum & Historic Site recently applied for and was awarded \$46,273 from the Institute of Museum and Library Services Inspire! Grant program. The grant will enable the Museum to provide a platform for local Native Americans to share their perspective, traditions, and contemporary culture through special monthly Museum programs. In collaboration with the Native Advisory Committee, museum staff will develop free monthly programs featuring local Native artists, authors, culture bearers, and scholars, and review submitted proposals from Native artists to feature three exhibits. The programs and events funded through this grant will improve the community's cultural literacy regarding local Indigenous cultures by encouraging civil discourse among all community members and creating a safe and welcoming space for respectful public discussion. To measure the successful achievement of these goals, surveys will be collected after each program and from art exhibit visitors. Programming funded by this grant will begin in October 2023 and continue monthly through the grant cycle until August 2024.

FISCAL IMPACT

The recommended budget adjustment for \$46,273 in the City's Grants Fund will create a new project for the expenditure of these funds for programs at the Maidu Museum & Historic Site. This budget adjustment will offset \$37,957 of General Fund labor costs, increasing available resources in the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain Fiscally Responsible in a Changing World

Goal B - Support Community Engagement and Advocacy

Goal E - Deliver Exceptional City Services

Respectfully Submitted,

Natasha Martin, City Librarian

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-411

Award Letter Inspire! Grant 2023

Notice of Action Inspire! Grant 2023

Ordinance 6737

Budget Adjustment

RESOLUTION NO. 23-411

ACCEPTING A GRANT AWARD FROM THE INSTITUTE OF MUSEUM
AND LIBRARY SERVICES

WHEREAS, the City of Roseville Maidu Museum & Historic Site recently applied for and was awarded \$46,273 from the Institute of Museum and Library Services Inspire! Grant program; and

WHEREAS, the grant funds will enable the Museum to provide a platform for local Native Americans to share their perspective, traditions, and contemporary culture through special monthly Museum programs; and

WHEREAS, in collaboration with the Native Advisory Committee, museum staff will develop free monthly programs featuring local Native artists, authors, culture bearers, and scholars, and review submitted proposals from Native artists to feature three exhibits; and

WHEREAS, the programs and events funded through this grant will improve the community's cultural literacy regarding local Indigenous cultures by encouraging civil discourse among all community members and creating a safe and welcoming space for respectful public discussion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant award from the Institute of Museum and Library Services.

BE IT FURTHER RESOLVED that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements related to the award.

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



August 1, 2023

IGSM-253127-OMS-23

Congratulations! We are delighted to confirm that your organization has been selected to receive a FY2023 Inspire! Grants for Small Museums award.

This year we received 234 applications requesting \$10,181,891. Of these, we selected 77 projects to receive funding totaling \$3,373,518.

The important documents and information you will need to manage your award are available to you through eGMS Reach as follows.

Documents Tab

- **Official Award Notification for Grants and Cooperative Agreements.** This document confirms important information about your award, including the Federal Award Identification Number (FAIN); the start and end dates of the period of performance (Award Period); the Project Description; the Agency-Level Goals and Objectives; the Performance Measures; the dollar amounts of the award and the cost share, if any; the indirect cost rate, if any; and the people designated as the Authorizing Official, the Grant Administrator, and the Project Director.
- **Approved Budget.** This document is the official budget for your project.
- **Reviewer Comments.** These are the comments and scores assigned by the peer reviewers who evaluated your application. Please visit the [Reviewer Resources](#) page of the IMLS website and look under your grant program's name for more information about the review criteria and scoring.
- **Managing Your IMLS Award.** This document outlines your responsibilities and obligations as an IMLS awardee, identifies places to find important information, and summarizes best practices in award management.

Forms & Reports Tab

- **Reporting Schedule.** This document lists the due dates for your performance and financial reports. You are responsible for submitting your reports according to this schedule.

GETTING STARTED

Here is what you need to do right away.

- Make sure your [SAM](#) registration is current and that the associated banking

information is accurate. This is how IMLS transfers funds to your institution.

- Read the [General Terms and Conditions for IMLS Discretionary Grant and Cooperative Agreement Awards for Awards Made After December 21, 2020](#). This document contains important information about complying with the terms of your award. Please read all this information carefully.
- Access the [Grantee Communications Kit](#). This kit provides guidance for fulfilling your requirements to acknowledge IMLS and for spreading the word about your award.
- Bookmark and become familiar with the [Grant Administration](#) page on the IMLS website. This is where you will find [resources for using eGMS Reach](#) as well as forms and instructions needed to prepare reports.

If you have any questions after reviewing these materials, please get in touch with Reagan Moore, Senior Program Officer, through [eGMS Reach](#).

Congratulations once again on your award. All of us at IMLS are pleased to support your work and look forward to following the progress of your award.

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Official Award Notification for Grants and Cooperative Agreements

Institute of Museum and Library Services

Action Taken: Award

Date of Action: 7/19/2023

Award Date: 7/17/2023

FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	IGSM-253127-OMS-23
Award Recipient	Roseville, City of For: Maidu Museum & Historic Site
Award Recipient Unique Entity Identifier	W49TKZLUYCJ3 TIN: 946000409
Award Period	9/1/2023 - 8/31/2024
Budget Period	9/1/2023 - 8/31/2024
Assistance Listing Number/Title	45.301 Museums for America
Does the award support research and development?	No
Project Title	Maidu Museum Inspire! Grant for Small Museums
Project Description	The Maidu Museum and Historic Site will provide a platform for local Native Americans to share their perspective, traditions, and contemporary culture with the greater Sacramento region by reviving the Night Out at the Museum program. In collaboration with the Native Advisory Committee, museum staff will develop free monthly programs featuring local Native artists, authors, culture bearers, and scholars, and review submitted proposals from Native artists to co-curate three exhibits. The project will improve the community's cultural literacy regarding local Indigenous cultures by encouraging civil discourse among all community members and creating a safe and welcoming space for respectful public discussion. To measure the successful achievement of these goals, surveys will be collected after each Night Out program and from art exhibits visitors to gather both qualitative and quantitative data.
Grant Program and Office	Inspire! Grants for Small Museums, Office of Museum Services
Agency Level Goals and Objectives	Goal 1: Champion Lifelong Learning Objective 1.1: Advance shared knowledge and learning opportunities for all
Performance Measures	Effectiveness: The extent to which activities contribute to achieving the intended results. Efficiency: How well resources are used while generating maximum value for the target group. Quality: How well the activities meet the requirements and expectations of the target group. Timeliness: The extent to which each task/activity is completed within the proposed timeframe.

AWARD AMOUNTS

Funds Obligated by this Action	\$46,273.00
Total Outright Award Amount	\$46,273.00
Total Cost Share	\$0.00
Total Project Costs	\$46,273.00
Indirect Cost Rate	0.00%

RECIPIENT CONTACTS

Role	Name	Affiliation
Authorizing Official	Ms. Natasha Martin(NMartin) nmartin@roseville.ca.us	City Librarian Roseville, City of
Grant Administrator	Ms. Kaitlin Kincade(KKincade) kkincade@roseville.ca.us	Senior Interpretive Services Specialist Roseville, City of
Project Director	Ms. Kaitlin Kincade(KKincade) kkincade@roseville.ca.us	Senior Interpretive Services Specialist Roseville, City of

REMARKS

1. The Institute of Museum and Library Services (IMLS) provides this grant support pursuant to 20 U.S.C. § 9101 *et*

Official Award Notification for Grants and Cooperative Agreements Institute of Museum and Library Services

seq. and any related statutory authorities referenced in the Notice of Funding Opportunity or elsewhere.

2. The administration of this award and the expenditure of award funds are subject to the General Terms and Conditions for IMLS Discretionary Grant and Cooperative Agreement Awards (GTCs) as modified or supplemented by any special terms and conditions incorporated into this award. The GTCs for this award are located on the IMLS website and correspond to the award date of this award: [IMLS Grant Administration](#). The GTCs incorporate by reference the uniform administrative requirements, cost principles, and audit requirements for federal awards promulgated by the Office of Management and Budget.
3. The award is made in support of the purposes set forth in the application or, if noted in the special terms and conditions of the award, in revised materials that have been approved by IMLS program staff.
4. The project supported by this award aligns with the specific agency-level goals and associated objectives and with grant program goals identified in the application.

AWARDING OFFICIAL

A handwritten signature in black ink, appearing to read 'Laura Huerta Migus', with a large, stylized loop at the end.

Laura Huerta Migus
Deputy Director, Office of Museum Services

ORDINANCE NO. 6737

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 a grant award from the Institute of Museum and Library Services.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Natasha Martin, City Librarian FISCAL YEAR: FY2023-24
 PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 10/18/2023
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Libraries ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5080	84001	700058	37,957	Establish budget for grant project #700058--Secondary Labor
2270	5301	84001	700058	5,000	Establish budget for grant project #700058--Professional Services
2270	5351	84001	700058	466	Establish budget for grant project #700058--Office Supplies
2270	5387	84001	700058	1,725	Establish budget for grant project #700058--Advertising
2270	5461	84001	700058	1,125	Establish budget for grant project #700058--Training and Development
1001	5980	58310		(37,957)	Establish budget for staff time reimbursed by grant
TOTAL				8,316	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700058	46,273	Increase project revenue from IMLS Inspire Grant
TOTAL				46,273	

NET ADJUSTMENT	(37,957)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001				37,957	Increase available resources in the General Fund
TOTAL				37,957	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries (PRL) Department requests a budget adjustment of \$46,273 to establish a federal Institute for Museum and Library Services (IMLS) Inspire Grant for the Maidu Museum and Historic Site, project 700058. Funding from this grant will provide free monthly programs featuring local Native artists, authors, culture bearers and scholars. Additionally, museum staff will work with Native artists to co-curate three exhibits. This project will improve the community's cultural literacy regarding local Indigenous cultures by encouraging participation among all community members. This budget adjustment will create a new project to appropriate grant funding for FY2023-24. This budget adjustment will offset labor costs, increasing available resources in the General Fund.

REQUIRED APPROVALS:

 REQUESTING DEPARTMENT HEAD / DESIGNEE		09/29/2023 DATE		BUDGET MANAGER / DESIGNEE		DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE				DATE			
CITY MANAGER / DESIGNEE				DATE			
BUDGET DEPARTMENT USE ONLY:							
POSTED BY				DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 3006

File #: 0323

Title: Second Reading - Roseville Municipal Code Ordinances Regarding Parking Garage Restrictions

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

Meeting Date: 10/18/2023

Item #: 7.22.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6740 AMENDING SECTION 10.58.100, AND ADDING SECTIONS 10.58.110 AND 10.58.120 TO CHAPTER 10.58 OF TITLE 10 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MUNICIPAL PARKING FACILITIES, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

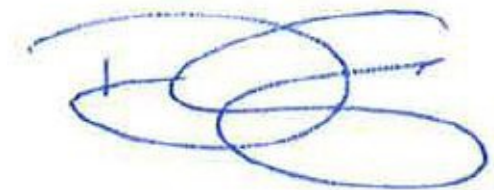
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Maintain a safe and healthy community
Goal F – Deliver exceptional City services

Respectfully Submitted,

Travis Cochran, Deputy City Attorney

Troy Bergstrom, Police Chief

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6733

RMC 10.58 Ordinance - First Reading

Ordinance 6740

ORDINANCE NO. 6733

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 10.58 OF TITLE 10 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MUNICIPAL PARKING FACILITIES, AND DECLARING THIS ORDINANCE TO BE EFFECTIVE OCTOBER 4, 2023 AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 10.58 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.58.100 Municipal parking facilities—Restrictions on use.

A. It is unlawful for any person to enter, be upon, or remain upon the premises of any parking garage, parking lot, parking structure, or other parking facility owned by the city, unless that person is on the premises for the purpose of parking a vehicle or retrieving a vehicle.

B. It is unlawful for any person to access, enter, or be upon, or to park or stand any vehicle within, any portion of a parking garage, parking lot, parking structure, or other parking facility owned by the city where access of persons or parking or standing of vehicles has been prohibited, limited, or restricted pursuant to Section 10.58.110.

C. It is unlawful for any person to park or stand any vehicle within any parking space or stall which is indicated by signage or other marking(s) to be reserved for a specific city official, employee, or department.

D. This section shall not apply to city employees acting within the course and scope of their employment or any other person specifically authorized by the city to enter any parking garage, parking lot, parking structure, or other parking facility owned by the city.

10.58.110 Prohibitions and limitations of parking.

Whenever the city manager or his or her designee determines that the orderly or efficient conduct of city business requires parking or standing of vehicles or access of any persons in any parking garage, parking lot, parking structure, or other parking facility owned by the city to be prohibited, limited, or otherwise restricted in any way, the city manager or his or her designee is authorized to enact such prohibitions, limitations, or restrictions for parking or standing of vehicles or access of any persons, and is further authorized to take all steps reasonably necessary to implement such prohibitions, limitations, or restrictions. Whenever the city manager or his or her designee enacts a prohibition, limitation, or restriction pursuant to this section, signage shall be installed, posted, or displayed in the area of the prohibition, limitation, or restriction that provides reasonably adequate notice that such parking or standing of vehicles or access of any persons has been prohibited, limited, or restricted.

10.58.120 Penalties for violation.

Violation of any provision of this chapter may be charged as an administrative citation, infraction, or misdemeanor, at the discretion of the City Attorney.

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 October 4, 2023. A statement of urgency is as follows:

It is necessary to amend Chapter 10.58 of Title 10 of the Roseville Municipal Code to authorize the City Manager or his or her designee to enact and implement parking and access restrictions within city owned parking garages, lots, structures, and other parking facilities to facilitate the orderly or efficient conduct of city business, which are necessary for the protection of the public peace, health, and safety.

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 AMENDING
SECTION 10.58.100, AND ADDING SECTIONS 10.58.110 AND 10.58.120 TO CHAPTER
10.58 OF TITLE 10 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING MUNICIPAL PARKING FACILITIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 10.58.100 of Chapter 10.58 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.58.100 Municipal parking facilities—Restrictions on use.

A. It is unlawful ~~and a misdemeanor~~ for any person to enter, be upon, or remain upon the premises of any parking garage, parking lot, parking structure, or other parking facility owned by the city, unless that person is on the premises for the purpose of parking a vehicle or retrieving a vehicle. ~~This section shall not apply to city employees acting within the course and scope of their employment or any other person authorized to enter by the city.~~

B. It is unlawful for any person to access, enter, or be upon, or to park or stand any vehicle within, any portion of a parking garage, parking lot, parking structure, or other parking facility owned by the city where access of persons or parking or standing of vehicles has been prohibited, limited, or restricted pursuant to Section 10.58.110.

C. It is unlawful for any person to park or stand any vehicle within any parking space or stall which is indicated by signage or other marking(s) to be reserved for a specific city official, employee, or department.

-

D. This section shall not apply to city employees acting within the course and scope of their employment or any other person specifically authorized by the city to enter any parking garage, parking lot, parking structure, or other parking facility owned by the city.

SECTION 2. Section 10.58.110 of Chapter 10.58 of Title 10 of the Roseville Municipal Code is hereby added to read as follows:

10.58.110 Prohibitions and limitations of parking.

Whenever the city manager or his or her designee determines that the orderly or efficient conduct of city business requires parking or standing of vehicles or access of any persons in any parking garage, parking lot, parking structure, or other parking facility owned by the city to be prohibited, limited, or otherwise restricted in any way, the city manager or his or her designee is authorized to enact such prohibitions, limitations, or restrictions for parking or standing of vehicles or access or any persons, and is further authorized to take all steps reasonably necessary to implement such prohibitions, limitations, or restrictions. Whenever the city manager or his or her designee enacts a prohibition, limitation, or restriction pursuant to this section, signage shall be installed, posted, or displayed in the area of the prohibition, limitation, or restriction that

provides reasonably adequate notice that such parking or standing of vehicles or access of any persons has been prohibited, limited, or restricted.

SECTION 3. Section 10.58.120 of Chapter 10.58 of Title 10 of the Roseville Municipal Code is hereby added to read as follows:

10.58.120 Penalties for violation.

Violation of any provision of this chapter may be charged as an administrative citation, infraction, or misdemeanor, at the discretion of the City Attorney.

SECTION 4. 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. 6740

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SECTION 10.58.100, AND ADDING SECTIONS 10.58.110 AND 10.58.120 TO CHAPTER
10.58 OF TITLE 10 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING MUNICIPAL PARKING FACILITIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 10.58.100 of Chapter 10.58 of Title 10 of the Roseville Municipal Code is hereby amended to read as follows:

10.58.100 Municipal parking facilities—Restrictions on use.

A. It is unlawful for any person to enter, be upon, or remain upon the premises of any parking garage, parking lot, parking structure, or other parking facility owned by the city, unless that person is on the premises for the purpose of parking a vehicle or retrieving a vehicle.

B. It is unlawful for any person to access, enter, or be upon, or to park or stand any vehicle within, any portion of a parking garage, parking lot, parking structure, or other parking facility owned by the city where access of persons or parking or standing of vehicles has been prohibited, limited, or restricted pursuant to Section 10.58.110.

C. It is unlawful for any person to park or stand any vehicle within any parking space or stall which is indicated by signage or other marking(s) to be reserved for a specific city official, employee, or department.

D. This section shall not apply to city employees acting within the course and scope of their employment or any other person specifically authorized by the city to enter any parking garage, parking lot, parking structure, or other parking facility owned by the city.

SECTION 2. Section 10.58.110 of Chapter 10.58 of Title 10 of the Roseville Municipal Code is hereby added to read as follows:

10.58.110 Prohibitions and limitations of parking.

Whenever the city manager or his or her designee determines that the orderly or efficient conduct of city business requires parking or standing of vehicles or access of any persons in any parking garage, parking lot, parking structure, or other parking facility owned by the city to be prohibited, limited, or otherwise restricted in any way, the city manager or his or her designee is authorized to enact such prohibitions, limitations, or restrictions for parking or standing of vehicles or access of any persons, and is further authorized to take all steps reasonably necessary to implement such prohibitions, limitations, or restrictions. Whenever the city manager or his or her designee enacts a prohibition, limitation, or restriction pursuant to this section, signage shall be installed, posted, or displayed in the area of the prohibition, limitation, or restriction that

provides reasonably adequate notice that such parking or standing of vehicles or access of any persons has been prohibited, limited, or restricted.

SECTION 3. Section 10.58.120 of Chapter 10.58 of Title 10 of the Roseville Municipal Code is hereby added to read as follows:

10.58.120 Penalties for violation.

Violation of any provision of this chapter may be charged as an administrative citation, infraction, or misdemeanor, at the discretion of the City Attorney.

SECTION 4. 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



COUNCIL COMMUNICATION

CC #: 3002
File #: 0102-06

Title: Proclamation - National Cybersecurity Awareness Month October 2023
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 10/18/2023
Item #: 7.23.

RECOMMENDATION TO COUNCIL

Proclaim October 2023 as Cybersecurity Awareness Month in Roseville and officially support the National Cybersecurity Awareness Month and the National Public Awareness Campaign "Stop. Think. Connect.™" and call upon all employees, residents and visitors of Roseville to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

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

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - National Cybersecurity Awareness Month October 2023

Proclamation

NATIONAL CYBERSECURITY AWARENESS MONTH OCTOBER 2023

WHEREAS, the City of Roseville recognizes it has a vital role in identifying, protecting, and responding to cyber threats that may have a significant impact on our residents and collective security and privacy; and

WHEREAS, cyber threats continue to increase and the impact of cyberattacks has been debilitating to individuals and organizations; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which we all have a critical role to play by making ourselves aware of cyber threats and cybersecurity essentials and adopt industry best practices that will improve the security of the City of Roseville, its residents, local businesses and economy; and

WHEREAS, Cybersecurity Awareness Month was launched by the National Cyber Security Alliance & the U.S. Department of Homeland Security in October 2004 and is recognized by thousands of organizations including the Federal & Local / State Government, the Multi-State Information Sharing and Analysis Center, and the National Association of State Chief Information Officers; and

WHEREAS, the national cybersecurity public awareness campaign – STOP. THINK. CONNECT.™ – is implemented through a coalition of private companies, non-profits, and government organizations, and is the global online safety awareness campaign to help all digital citizens stay safer and more secure online; and

WHEREAS, the Cybersecurity and Infrastructure Security Agency and the National Cybersecurity Alliance's campaign set the goal for this year — *"Take actionable steps to stay safe online"* — to raise awareness about digital security and empower everyone to protect their personal data from digital forms of crime by ensuring organizations have the resources and communications they need to talk to their employees and customer about staying safe online; and

WHEREAS, the City of Roseville will promote innovation, strengthen cybersecurity investment, and enhance resilience across all sectors.

NOW, THEREFORE, I, BRUCE HOUESHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **October 2023** as **CYBERSECURITY AWARENESS MONTH** in Roseville and officially support the National Cybersecurity Awareness Month and the National Public Awareness Campaign "Stop. Think. Connect.™" and call upon all employees, residents and visitors of Roseville to become educated about cybersecurity and put that knowledge into practice to keep our connected community safe from cyber threats.

SIGNED AND APPROVED this 18th day of October 2023.



BRUCE HOUESHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 2984

File #: 0214 & 0201-01

Title: California Board of State and Community Corrections - Grant Award and Budget Adjustment

Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Brandon Fernandez 916-774-5095 bfernandez@roseville.ca.us

Meeting Date: 10/18/2023

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to accept a grant award from the California Board of State and Community Corrections in the amount of \$609,147 and authorize the City Manager to execute the grant agreement on behalf of the City. Additionally, staff recommends that the City Council adopt an ordinance to approve a budget adjustment in the amount of \$647,960.

BACKGROUND

The Roseville Police Department was awarded \$609,147 through the Board of State and Community Corrections, Organized Retail Theft (ORT) Grant Program. The Roseville Police Department was one of only 26 medium scope projects that received grant funding. The purpose of the Organized Retail Theft Grant is to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

Roseville has several high-end shopping centers, anchored by the Westfield Galleria at Roseville Mall and the Roseville Automall. Roseville also has an array of restaurants, entertainment venues, commercial spaces, and sprawling residential neighborhoods. These amenities attract residents from all over the region to our community. Unfortunately, those same amenities also attract a criminal element fixated on theft.

Since Roseville emerged from the COVID-19 pandemic, we have seen a resurgence in retail theft. Over the past year, Roseville has seen an average of 70 shoplifting incidents per month. Not only do thieves victimize our retailers, but they also target our residents and their vehicles. The Roseville Police Department will use grant funds to perform extra enforcement operations, increase the network of License Plate Reading (LPR) cameras within the City, and purchase investigative tools, software, and a bait vehicle.

Extra enforcement operations will allow the Police Department to focus efforts on known

offenders and high-crime areas. Web-based software and an increased network of LPR cameras will allow officers to solve theft cases at a higher rate. The use of forensic and analytical tools will help identify additional co-conspirators within the theft organizations. Ultimately, the ORT Grant will increase the investigative capacity of the Roseville Police Department. The department anticipates achieving a higher level of success in both preventing theft-related activities and solving theft-related cases.

The Roseville Police Department has also agreed to work in partnership with our law enforcement partners and the Placer County District Attorney to provide staff and resources necessary to complete thorough investigations into organized retail theft. Our agencies will work to enhance the collaboration between law enforcement and business owners through increased communication, information sharing, and targeted enforcement efforts. Grant funding will allow the Roseville Police Department to hold those who engage in organized retail theft accountable, but also to provide support and resources to retailers and businesses affected by these crimes.

FISCAL IMPACT

The recommended budget adjustment will appropriate \$609,147 of grant funding in the City's Grants Fund, and move \$38,813 of the grant funding into the Fleet Services and Fleet Replacement Funds for the purchase and maintenance of a bait vehicle, for a total budget adjustment of \$647,960. This budget adjustment will have no net impact on the City's General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-404

ORT Grant Award Agreement

Ordinance 6734

Budget Adjustment

RESOLUTION NO. 23-404

ACCEPTING THE GRANT AWARD FROM
THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY

WHEREAS, the City has been awarded \$609,147 from the State of California Department of General Services, Board of State and Community Corrections as part of their Organized Retail Theft Grant Program; and

WHEREAS, the purpose of the Organized Retail Theft Grant is to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft; and

WHEREAS, extra enforcement operations will allow the police department to focus efforts on known offenders and high-crime areas; and

WHEREAS, the Grant Agreement has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City accepts the grant award from the State of California Department of General Services, Board of State and Community Corrections and authorizes the City Manager to execute the Grant Agreement on behalf of the City.

BE IT FURTHER RESOLVED that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements related to the award.

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

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1166- 23

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

Roseville Police Department**2. The term of this Agreement is:**

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027**3. The maximum amount of this Agreement is:****\$609,147.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Prevention Grant Program Grant Proposal	41
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	1
Appendix B	Grantee Assurance for Non-Governmental Organizations	2

** This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/organized-retail-theft-grant-program/>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Roseville Police Department

CONTRACTOR BUSINESS ADDRESS

311 Vernon Street

CITY

Roseville

STATE

CA

ZIP

95678

PRINTED NAME OF PERSON SIGNING

Dominick Casey

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Organized Retail Theft Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Roseville Police Department (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Organized Retail Theft Grant Program was established in Senate Bill 154 (SB 154) (Chapter 43, Statutes of 2022). Organized Retail Theft Grant Program funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Dominick Casey

Title: City Manager

Address: 311 Vernon Street, Roseville CA 95678

Phone: 916-774-5288

Email: dcasey@roseville.ca.us

Designated Financial Officer authorized to receive warrants:

Name: Dennis Kauffman

Title: Chief Financial Officer

Address: 311 Vernon Street, Roseville CA 95678

Phone: 916-774-5313

Email: dkauffman@roseville.ca.us

Project Director authorized to administer the project:

Name: Brandon Fernandez

Title: Police Lieutenant

Address: 1051 Junction Boulevard, Roseville CA 95678

Phone: 916-774-5095

Email: bfernandez@roseville.ca.us

- C. Either party may change its project representatives upon written notice to the other party.

EXHIBIT A: SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

April 1, 2024
June 1, 2027

C. Other

Financial Audit Report

Due no later than:

June 1, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

EXHIBIT A: SCOPE OF WORK

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Organized Retail Theft Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Organized Retail Theft Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

- February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027

Final Invoicing Periods*:

14. January 1, 2027 to March 31, 2027
15. April 1, 2027 to June 1, 2027

Due no later than:

- May 15, 2027
August 15, 2027

**Note: Project activity period ends December 31, 2026. The period of January 1, 2027, to June 1, 2027, is for completion of Final Local Evaluation Report and financial audit only.*

- B. All project expenses must be incurred by the end of the project activity period, December 31, 2026, and included on the final invoice due February 15, 2027. Project expenditures incurred after December 31, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The Financial Audit Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the financial audit during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Organized Retail Theft funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 154 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Organized Retail Theft funding is reduced or falls below estimates contained within the Organized Retail Theft Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "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 state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	\$91,817
2. Services and Supplies	\$386,231
3. Professional Services or Public Agency Subcontracts	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Data Collection and Evaluation	\$75,000
6. Equipment/Fixed Assets	\$31,099
7. Financial Audit (Up to \$25,000)	\$25,000
8. Other (Travel, Training, etc.)	\$0
9. Indirect Costs	\$0
TOTALS	\$609,147

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- A. The contractor 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, 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.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

- B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

- C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Title	City of Roseville Police Department	07/07/2023
	by Brandon Fernandez in Organized Retail Theft Prevention Grant Program	id. 41328928
	BFERNANDEZ@ROSEVILLE.CA.US	

Original Submission	07/07/2023
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The Organized Retail Theft (ORT) Prevention Grant Program Application is divided into five (5) sections as identified below: Background Information Contact Information Program Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions requiring a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the ORT Prevention Grant Program Proposal Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the ORT Prevention Grant Program Application. The ORT Prevention Grant Proposal Instruction Packet is available on the Board of State and Community Corrections (BSCC) website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION	This section requests information about the applicant's name, location, mailing address, and tax identification number.
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Name of Applicant (i.e., Police Department, Sheriff's Department, or Probation Department)	City of Roseville Police Department
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Multi-Agency Partnerships Information (if applicable)	Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.
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Multi-Agency Partnerships	No: This is not a Multi-Agency Partnership Application
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Lead Public Agency Information	All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant's city or county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with other local government agency partners and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person), and will serve as the primary point of contact with the BSCC.
Lead Public Agency	Roseville Police Department
Applicant's Physical Address	1051 Junction Boulevard Roseville CA 95678 US
Applicant's Mailing Address (if different than the physical address)	n/a
Mailing Address for Payment	311 Vernon Street Attn: Finance Roseville CA 95678 US
Tax Identification Number	946000409
SECTION II - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.
Project Director	Brandon Fernandez
Project Director's Title with Agency/Department/Organization	Police Lieutenant
Project Director's Physical Address	1051 Junction Boulevard Roseville CA 95678 US

Project Director's Email Address	bfernandez@roseville.ca.us
Project Director's Phone Number	+19167745095
Financial Officer	Mark Peinado
Financial Officer's Title with Agency/Department/Organization	Police Management Analyst
Financial Officer's Physical Address	1051 Junction Bouleavrd Roseville CA 95678 US
Financial Officer's Email Address	mcpeinado@roseville.ca.us
Financial Officer's Phone Number	+19167745021
Day-To-Day Program Contact	Jeff Kool
Day-To-Day Program Contact's Title	Police Lieutenant
Day-To-Day Program Contact's Physical Address	1051 Junction Boulevard Roseville CA 95678 US
Day-To-Day Program Contact's Email Address	jkool@roseville.ca.us
Day-To-Day Program Contact's Phone Number	+19167461096
Day-To-Day Fiscal Contact	Mark Peinado
Day-To-Day Fiscal Contact's Title	Police Management Analyst

Day-To-Day Fiscal Contact's Physical Address	1051 Junction Boulevard Roseville CA 95678 US
Day-To-Day Fiscal Contact's Email Address	mcpeinado@roseville.ca.us
Day-To-Day Fiscal Contact's Phone Number	+19167745021
Name of Authorized Officer	Troy Bergstrom
Authorized Officer's Title	Police Chief
Authorized Officer's Physical Address	1051 Junction Boulevard Roseville CA 95678 US
Authorized Officer's Email Address	tbergstrom@roseville.ca.us
Authorized Officer's Phone Number	+19167745058
Authorized Officer Assurances	checked
SECTION III - PROGRAM INFORMATION	This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.
Project Title	The City of Roseville Police Department Organized Retail Theft Grant Proposal
Proposal Summary	The Roseville Police Department commits itself to safeguarding our community; protecting life and property; reducing crime; and enforcing the law impartially. To better accomplish this mission, the police department is seeking funding through the BSCC Organized Retail Theft Grant. Funds from this grant will be used to purchase investigative tools and conduct additional enforcement activities that would otherwise not be possible through general fund expenditures. By increasing the investigative capacity of the Roseville Police Department, we anticipate achieving a higher level of success in both preventing theft related activities and solving theft related cases.

PROGRAM PURPOSE AREAS	Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.
Program Purpose Areas (PPAs):	PPA 1: Organized Retail Theft PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft
Funding Category Information	Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$6,125,000 in the Medium Scope category OR up to \$15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to \$24,500,000 o \$6,125,000 (Medium Scope Max) x 4 (# of Agencies) = \$24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to \$31,300,000 o \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.
Funding Category	Medium Scope (Up to \$6,125,000)
SECTION IV - PROPOSAL NARRATIVE AND BUDGET	This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the ORT Prevention Grant Instruction Packet (refer to pages 20-24). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not may not exceed 6,711 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately three (3) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not may not exceed 11,185 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately five (5) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the ORT Prevention Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the ORT Prevention Grant Proposal Instruction Packet (refer to page 15).

Project Need

Project Need

The City of Roseville is the largest city in Placer County with over 154,000 residents. It is located approximately 20 miles northeast of Sacramento and less than a two-hour drive from the bay area on Interstate 80. Roseville has several high-end shopping centers, anchored by the Westfield Galleria Mall and the Roseville Automall. Roseville also has an array of restaurants, entertainment venues, commercial spaces, and sprawling residential neighborhoods. These amenities attract citizens from all over the region to our beautiful community. Unfortunately, those same amenities also attract a criminal element fixated on theft.

In order to ensure accountability for these criminals, while maintaining a safe and prosperous community, the police department has identified and evaluated tools capable of aiding our enforcement efforts in property crime investigations. Although the

police department had a budget of 54.7 million dollars in fiscal year 2022, it did not allocate funding for the purchase of more advanced crime fighting tools. With the introduction of the organized retail theft grant through the BSCC, it provides an alternative funding source to procure and implement these theft prevention and apprehension tools.

As Roseville emerges from the Covid-19 pandemic, we have seen a resurgence in retail theft. From May of 2022 to April of 2023, there were a total of 838 shoplifting incidents in the city. This equated to 70 shoplifting incidents per month and represents a significant increase from an average of 47 shoplifting incidents per month from May of 2021 to April of 2022 and 38 shoplifting incident per month from May 2020 to April of 2021. Robberies stemming from a shoplift incident, commonly referred to as 'Estes Robberies', have also increased in that same time frame. Between 2020 and 2022, the Roseville Police Department realized an average of 2.7 Estes Robberies per month while 2022 to 2023 saw an average of 3.6 per month.

Not only do thieves victimize our retailers, but they also target our citizens and their vehicles. From May of 2020 to April of 2023, Roseville citizens reported an average of 87 incidents of motor vehicle accessory theft per month. During that same time period, residents reported an average of 24 motor vehicle thefts per month. Currently the Roseville Police Department staffs one detective on the Placer County Regional Auto Theft Task Force (RATTF). Although this task force does exceptional work, their efforts alone are not enough to curtail the motor vehicle theft issues in our area.

In hopes of complementing the work of RATTF, the Roseville Police Department has installed 24 Flock license plate reader (LPR) cameras at strategic locations throughout our city. As a result of reads from those cameras, officers made a total 287 stolen or felony-related vehicle contacts from January of 2021 to May of 2023. Although this number demonstrates the success a license plate reader program may have, the Roseville Police Department understands that a vast portion of our city is still not covered by LPR cameras which allows many stolen vehicles to go undetected.

Unlike other municipalities in our region, Roseville is a city that continues to expand. Roseville has annexed significant portions of land to our west, creating opportunities for more master planned communities, a regional sports complex, and additional commercial spaces. Adequately providing public safety services to this growing community is a continual challenge for our police department and our city council. With rising concerns from retailers over product and personnel safety, the state has seen several businesses close their stores in major California cities. The Roseville Police Department is focused on taking action to prevent that same scenario from occurring in our area.

Of the reported shoplifting incidents to the Roseville Police Department from May of 2022 to April of 2023, 43% of those cases

were placed into pending status. A case is primarily placed into this type of status when the suspect cannot be identified. In working with our retail partners, they often track repeat offenders internally amongst different store locations by sharing images of suspects, vehicles, and methods of operation. Traditionally, without a suspect vehicle license plate or a suspect name, law enforcement investigators were limited in their ability to solve these cases. However, with the introduction of LPR cameras and facial recognition software, our chances of developing a viable lead are greatly improved. Obviously, a larger investment in these technologies will allow for the successful closure of more retail theft cases.

The same scenario is true for the motor vehicle and motor vehicle accessory thefts occurring in the City of Roseville. From May of 2022 to April of 2023, 68% of the motor theft cases are in pending status while 92% of our motor vehicle accessory theft cases are in pending status. Again, a greater investment in LPR cameras will aid in locating stolen vehicles traveling within our city and also assist in identifying suspect vehicles as part of motor vehicle accessory theft investigations. Securing funding to reimplement the police department's bait car program will also allow investigators to proactively address high-crime areas and potentially apprehend those criminals who would otherwise remain unidentified.

In summary, Roseville is a thriving city within Placer County and continues to be at the center of economic growth within the region. With a large regional mall, the fountains shopping center, two Walmart stores, two Home Depots, a Lowes Home Improvement, one Costco (with a second location planned), Dicks Sporting Goods, Best Buy, and many more retailers, Roseville remains a premier destination to shop but also from which to steal. With a major interstate connecting Roseville to other cities throughout Northern California, thieves drive from all over the region to victimize our businesses and our residents. With additional funding through the organized retail theft grant, the City of Roseville Police Department would heighten our efforts in combatting property crime in our area and continue our mission of safeguarding the community.

Project Description

Project Description

If approved as a recipient of the BCSS organized retail theft grant, the City of Roseville Police Department will allocate that funding to the specific investigative tools and personnel expenses outlined in the attached budget proposal. Each of those proposal items directly align with the goals of reducing organized retail theft, motor vehicle theft, and/or motor vehicle accessory theft in our area. Not only will these tools and extra enforcement operations benefit the citizens of Roseville, but they will also be resources available for use by our allied agency partners.

In October of 2023, the police department will begin the procurement process using the quotes received from our product vendors. Each

of the funding expenditures will be discussed in further detail below to include their intended use, relevance to the project need, and expected implementation.

- **Clearview AI** - This web-based application will play a key role in identifying unknown theft suspects based off a digital image. Clearview AI provides law enforcement access to billions of facial images that are open sourced from public facing websites. A lead generated from this database is then vetted by a law enforcement investigator. The Elk Grove Police Department currently utilizes this software and has been gracious enough to assist the Roseville Police Department in the past with generating high quality leads for our theft investigations. Implementing this software will allow the Roseville Police Department to more accurately identify and associate individuals to known retail theft groups in our area. The police department has already received a demonstration of this software and obtained a three-year pricing plan which would run the length of the ORT grant period. We have also tentatively drafted a policy on the use of facial recognition, which would be finalized and implemented prior to any use of this software.

- **Leads Online & CellHawk** – Both of these software applications are available from the same vendor and would simplify retail theft and motor vehicle accessory theft investigations. The Leads Online software is able to track sales of an individual, establish patterns, and obtain additional information through popular e-commerce websites such as OfferUp and Ebay. This tool aids in the identification of prolific retail thieves and thieves targeting precious metal items such as catalytic convertors. CellHawk allows investigators to dive deeper into organized criminal networks by analyzing and mapping mobile device data. It would allow investigators to identify associates of known offenders and potentially solve additional theft cases from outside jurisdictions. Both of these products have been tested by investigators at our department and will be used in accordance with our bias based policing policy and CalECPA. Pricing for Leads Online is based upon the Power Plus subscription level while the pricing for CellHawk is based upon a 12-user license package. The proposed contracts are expected to run the length of the grant period.

- **GrayKey Forensic Software** – The Roseville Police Department recently obtained funding for the ‘Essentials’ level plan of Graykey mobile forensics software. Due to the complexity of motor vehicle theft and organized retail theft cases, accessing mobile device data is critical. Our base level plan allows for 30 annual advanced extractions when the passcode to a device is unknown. Due to the sheer number of retail theft cases investigated each month by the police department, that extraction allotment is not sufficient to sustain our current workload. An upgrade to the ‘Advanced’ Graykey plan would allow for 125 annual extractions, thus allowing officers to properly investigate and identify all of the individuals involved in regional retail theft and/or motor vehicle theft rings. The price difference between the two subscription plans has been itemized and

calculated to run the length of the grant period. All mobile device extractions will be performed in accordance with current statutes and legal process when required.

- **CovertTrack (3Si) GPS tracking Devices** – The Roseville Police Department previously had a bait property program to deter motor vehicle and motor vehicle accessory theft. Unfortunately, that equipment reached end of life and funding was not renewed. Over the past year there has been a resurgence of theft groups targeting specific business parking lots in Roseville such as Restaurant Depot. These groups are driving rental or cold plated vehicles and typically fail to stop for law enforcement when contacted. Purchasing two different types of tracking devices would allow investigators to deploy bait property in an effort to identify and apprehend these thieves in the safest manner possible. The police department may also partner with our retailers and use these devices to target known theft groups. The police department communications center currently monitors other 3Si bait tags in our area, so there is already a familiarity with that web-based system. The proposal includes pricing for 4 property tags, two soft pouch and two carboard units, along with the required annual tracking plan services. The contract would run the length of the grant period.

- **Bait Vehicle (4 Door Honda Sedan)** – The police department previously deployed multiple bait vehicles for various theft deterrent operations. As the vehicles reached their end of life, there were no subsequent vehicle donations to the police department through the National Insurance Crime Bureau (NICB). To properly institute the bait program referenced above, the purchase of a new 4 door sedan is required. This vehicle would be deployed with GPS tracking technology in direct response to areas experiencing an increase in motor vehicle and/or motor vehicle accessory theft. A 4-door Honda type sedan would be chosen to most appropriately blend into the Roseville environment. The cost of the vehicle was based upon current MSRP to include tax and title documents. There was also a line-item expenditure included in the proposal for monthly maintenance costs of the vehicle to be performed by our city garage. The cost of the vehicle is a one-time expenditure, while the maintenance costs are calculated to run the length of the grant period. The vehicle purchase is expected to occur in late October of 2023.

- **Flock License Plate Reader (LPR) Cameras** – The Roseville Police Department currently contracts with Flock to provide and deploy LPR cameras in Roseville. These cameras are placed at high volume intersections and the primary entry points into the city. From January through May of 2023 LPR cameras provided 109 verified reads on stolen, felony, or hot-listed vehicles. This led to 31 total arrests during that time period. LPR technology has also assisted post-incident with our theft investigations, solving numerous retail theft cases and even more serious armed robbery cases. The police department desires to expand our current Flock program to directly target thieves entering and exiting our city. The Roseville Police

Department crime analysis unit has identified 48 locations across the city which would benefit from the installation of an LPR camera. This data was based upon temporal maps with an overlay of high-theft locations. Of those locations identified, 26 were deemed as ‘high priority’ and subsequently included in this grant proposal. The purchase of additional cameras would begin in October of 2023, with installations occurring over the course of several weeks. The Flock contract for additional units would run the length of the grant period and all camera usage would be governed by the police department’s current LPR policy.

- **Officer Extra Enforcement Overtime (Salary Costs)** – Each year during the holiday season there is an influx of theft activity in Roseville centered around our retail establishments. In direct response to organized retail theft and motor vehicle accessory theft groups, the police department would deploy additional officers on overtime. These directed enforcement activities would occur 3 days a week over the course of 4 weeks. There would be a total of 4 officers working 6 hours a day. The operational period would begin in 2023 and conclude in 2026 for a total of 4 holiday seasons. Officers working this assignment would be expected to develop partnerships with retail establishments and to target known offenders. Officers would also be permitted to conduct bait property operations, surveillance, and/or roving patrols. The police department would also consider moving one or more of the designated enforcement days to another part of the year if the need to address a specific theft group arose. Hourly calculations were made using the current salary schedule for Roseville police officers, taking into consideration a contractual raise due in January of 2024. All officers would be expected to follow the department’s policy on bias-based policing while working this enforcement detail.

By implementing the aforementioned tools at our agency, the Roseville Police Department expects to achieve the specified goals in our project work plan. Identifying suspects through the use of web-based software, and an increased network of LPR cameras, will allow officers to solve theft cases at a higher rate. In accordance with our county partnerships, those cases will then be passed onto the Placer County District Attorney and their vertical prosecutor. The police department will also use forensic and analytical tools to identify additional co-conspirators within the theft organizations. Extra enforcement operations will allow the police department to focus their efforts on known offenders and high-crime areas. In summary, the City of Roseville Police Department will integrate these grant expenditures with our current enforcement model to ultimately decrease organized retail, motor vehicle, and motor vehicle accessory theft.

forward with the purchase of the software and hardware related expenditures immediately. The initial purchases, and any contract oversight, for these expenditures would be managed by our Investigations Lieutenant and Police Management Analyst. All related policies would be drafted, reviewed, and finalized by the department's Professional Standards Unit (PSU). Training on these new tools would occur shortly after the purchase period and will be the responsibility of each of the respective vendors.

The purchase of the bait vehicle will be coordinated through Roseville city fleet services by our department's fleet manager. Once the vehicle is received by the police department, the deployment of the vehicle will be the responsibility of the Investigations property crime sergeant and/or his designee. Once the grant period has expired, the police department will work in conjunction with the city budget team to locate funding for continued vehicle maintenance. Any damage to the bait vehicle resulting from an attempted or completed theft will be the responsibility of the City of Roseville to repair.

A Flock LPR camera purchase agreement will be drafted once grant funds have been authorized. Our crime analyst will continue to monitor the status of our Flock network and will work in conjunction with the city's traffic engineering department to install the new cameras once they arrive. Data sharing agreements have already been signed by allied agencies thus allowing our regional partners to enjoy the benefits of a larger LPR camera network. At the end of the grant period, an evaluation will be performed to determine the success of the added cameras and if their costs should be absorbed into the police department budget.

Funding allocated for officer overtime will be tracked by our management analyst through use of a unique budget code. Enforcement operations will be coordinated by our crime suppression team in conjunction with our designated retail theft detective. The Investigations Lieutenant and/or a Patrol Lieutenant will have oversight of these extra enforcement details and ensure a department approved operations plan has been completed. Officers will be afforded the opportunity to work these special details pursuant to the department's current overtime policies and practices.

In its entirety, the ORT grant will be overseen primarily by the Investigations Lieutenant. All purchases and reimbursement requests will funnel through the police department's Management Analyst. As specified in our letters of commitment, the Roseville Police Department will partner with surrounding agencies to create the Placer Regional Organized Retail Theft Team. The police department will identify one retail theft detective to be the point of contact for allied agencies regarding retail theft investigations. The Roseville Police Department will also work in conjunction with the Placer County District Attorney and their vertical prosecutor to streamline the adjudication process of retail theft cases.

At the conclusion of 2026, the police department will focus heavily on the evaluation portion of this grant. During this process each expenditure will be reviewed, at minimum, using a cost versus benefit analysis. Depending on the results of that analysis, combined with the financial health of the city, an advisory group will determine which expenditures will receive recommendations for continued funding. Those funding recommendations will then be presented before the police department command team and the city budget team for consideration.

Project Evaluation and Monitoring

Project Evaluation & Monitoring

The City of Roseville Police Department fully understands our obligation to properly oversee this project and evaluate its success through each stage of the grant process. The Investigations Lieutenant will be responsible for monitoring the project from its inception in 2023 through the required financial audit and final evaluation report submission in 2027. The Lieutenant will work alongside the department's Management Analyst to ensure all purchases are properly invoiced during the start-up phase of the project. The Management Analyst will create a unique budget code to allow each grant expenditure to be properly tracked and reconciled. Any officer working overtime enforcement pursuant to this grant shall be instructed to use the aforementioned budget code when submitting their timesheet for approval.

The Roseville Police Department has two dedicated crime analysts who will be responsible for data collection and auditing. Sources of information may include, but are not limited to, the Roseville Police Department Tyler Technologies Records Management System (RMS), Flock database, ClearView AI, Leads Online, Sun Ridge Systems RIMS RMS, and Placer County E-Prosecutor. Roseville crime analysts will also work with their counterparts from surrounding Placer County agencies to share any statistical data relevant to this grant. As needed, Roseville crime analysts will provide the compiled data to the Investigations Lieutenant for evaluation and reporting.

To determine the impact expenditures had on retail, motor vehicle, and motor vehicle accessory theft during the grant period, there will need to be quantifiable process and outcome measures. Prior to the submission of this grant proposal, baseline statistical data was compiled as it related to the program purpose areas. Data gathered during the grant period will be juxtaposed against the pre-grant data. Some of the categories that may be used in this comparison process are listed below:

- Total number of retail theft cases investigated and their clearance rate.
- Total number of theft cases prosecuted by the Placer County DA.
- Frequency at which an organized retail theft charge (490.4 PC) was used.
- Total number of individual shoplifting cases consolidated into a singular organized retail theft case by the District Attorney.

- Total number of motor vehicle and motor vehicle theft cases investigated and their clearance rate.
- Total number of bait property deployments and the correlating number of apprehensions as a result of deployment.
- Total number of Flock LPR reads and resulting apprehensions.
- Theft cases solved through use of LPR network.
- Auditing ClearView AI and Leads Online for policy compliance as well as the total number of leads generated.
- Success rate of Graykey unlocking mobile devices related to theft follow-up investigations.
- Work product generated from overtime enforcement operations.

Any data that cannot be directly accessed by Roseville Police Department personnel will be obtained via sharing agreements through the Placer Regional Organized Retail Theft Team. This data may be shared electronically or at periodic team meetings held throughout the course of the grant period. All comparison data shall be evaluated for its impact on the overall project goals, reviewed by the Investigations Lieutenant, and ultimately presented to the BSCC. Results of this project should align with the intended outcomes of reducing retail, motor vehicle, and motor vehicle accessory theft.

Budget Instructions

Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 5: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.

Budget Attachment

[Organized-Retail-Theft-Prevention-Grant-Program-Budget-Attachment.-Final.xlsx](#)

SECTION V - ATTACHMENTS

This section list the attachments that are required at the time of submission, unless otherwise noted. Project Work Plan (Appendix B) - Mandatory Grantee Assurance for Non-Governmental Organizations (Appendix D) - Mandatory Local Impact Letter(s) (Appendix E) - Mandatory Letter(s) of Commitment (Appendix F) - If Applicable Policies Limiting Racial Bias - Refer to page 9 of the Proposal Instruction Packet - Mandatory Policies on Surveillance Technology - Refer to page 9 of the Proposal Instruction Packet - If Applicable Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G) - Mandatory Governing Board Resolution (Appendix H) - Optional

Project Work Plan (Appendix B)

[Project-Work-Plan-ORT.docx](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[Appendix_D.pdf](#)

Local Impact Letter(s) (Appendix E)

[Local_Impact_Letter.pdf](#)

Letter(s) of Commitment, (Appendix F)

[Rocklin_Support_Letter.pdf](#)

[Placer_County_Support_Letter.pdf](#)

[Rocklin_Support_Banks.pdf](#)

[Placer_DA_Support.pdf](#)

Policies Limiting Racial Bias

[Bias_Based_Policing_Policy.pdf](#)

Policies on Surveillance Technology

[BWC_Policy.pdf](#)

[LPR_Policy.pdf](#)

[Facial_Recognition_System-3.pdf](#)

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G)

[Signed_Appenix_G.pdf](#)

OPTIONAL: n/a
Governing Board
Resolution (Appendix
H)

OPTIONAL: n/a
Bibliography

CONFIDENTIALITY
NOTICE: **All documents submitted as a part of the Organized Retail Theft Prevention Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

Appendix B: Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for three (3) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

(1) Goal:	> Increase the clearance rate of retail theft cases while deterring organized theft groups from operating in our area.		
Objectives (A., B., etc.)	> A. Solve retail theft cases at a higher frequency, to include successful prosecution and diversion if applicable. B. Identify organized theft operations through information sharing with regional law enforcement and retail partners. C. Use advanced processing and forensic tools to target those purchasing or receiving stolen goods.		
Process Measures and Outcome Measures:	> The percentage of Roseville Police theft cases in closed status should increase while those in pending status decrease. The Placer County DA should see an increase in the number of theft cases submitted to their office. An increased number of mobile device data extractions should lead to an increase in co-conspirator identifications.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
> Regional team meetings to share information on theft groups and active investigations. Identification of unknown suspects through the use of facial recognition, pattern analysis, and an expanded LPR network. Establishing partnerships with retailers and their loss prevention associates.	Roseville Police Department, Rocklin Police Department, Placer County DA, CHP ORC Regional Task Force, Westfield Galleria & other Major Retailers	> October 2023	December 2026
List data and sources to be used to measure outcomes: > Roseville PD and Placer County DA RMS data. Graykey, Flock, and Clearview AI audit data.			

(2) Goal:	> Reduce motor vehicle & motor vehicle accessory theft through the use of targeted operations and technology.		
Objectives (A., B., etc.)	> A. Solve motor vehicle, and motor vehicle accessory theft cases at a higher frequency. B. Partner with Placer RATTF to identify and target motor vehicle theft rings. C. Deter repeat thefts in high crime parking lots and neighborhoods.		
Process Measures and Outcome Measures:	> The percentage of Roseville PD motor vehicle/accessory theft cases in closed status should increase while those in pending status should decrease. Placer County RATTF should see an increase in recovered stolen vehicles and stolen vehicle accessories such as catalytic converters. Increased number of suspect apprehensions in high theft areas through bait property deployment.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
> Deploy bait vehicle with bait property to combat theft. Use an expanded LPR network along with facial recognition to identify unknown theft suspects. Conduct targeted operations with the Placer RATTF.	Roseville Police Department, Placer County DA, Placer RATTF	> November 2023	> December 2026
List data and sources to be used to measure outcomes: > Roseville PD and Placer County DA RMS. Flock, Clearview AI, and Leads Online audit data. Total number of bait car deployments tracked internally.			

Organized Retail Theft Prevention Grant Program - Project Budget and Budget Narrative

Name of Applicant: City of Roseville Police Department

44-Month Budget: October 1, 2023 to June 1, 2027

Note: Rows 7-16 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

Budget Line Item	Total
1. Salaries & Benefits	\$91,817.00
2. Services and Supplies	\$386,231.00
3. Professional Services or Public Agencies	\$0.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Data Collection and Evaluation	\$75,000.00
6. Equipment/Fixed Assets	\$31,099.00
7. Financial Audit (Up to \$25,000)	\$25,000.00
8. Other (Travel, Training, etc.)	\$0.00
9. Indirect Costs	\$0.00
TOTAL	\$609,147.00

1a. Salaries & Benefits

Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
Police Officer Extra Enforcement Overtime	288 hours @ \$78.24 (2023 OT rate) per hour (\$22,533.12). 864 hours @ \$80.19 (2024+ OT rate) per hour (\$69,284.16). Salary only costs based upon top step police officer overtime rate with a raise occurring in Jan 2024.	\$91,817.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$91,817.00

1b. Salaries & Benefits Narrative:

Retail theft and motor vehicle accessory theft typically spike in Roseville during the holiday season (November and December) due to our larger regional mall and influx of shoppers. To combat theft during this time period, the department would deploy extra officers in strategic locations across the city. The officers would work in two, two-man teams for a total of 4 officers. These officers would work 6 hours a day, three days per week, for four weeks. The officers would primarily partner with retail loss prevention associates to target known thieves but may also conduct bait property operations or roving patrols. The extra enforcement would begin in 2023 and conclude in 2026 for a total of four holiday seasons. The department would also explore moving an extra enforcement day to another month during the calendar year if the specific need arose to combat an emerging retail theft group or motor vehicle accessory theft trend.

The hourly calculations are as follows: 4 officers x 6 hours a day = 24 hours x 3 days per week = 72 hours x 4 weeks = 288 hours x 4 years = 1,152 hours.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
Clearview.AI Facial Recognition Software	3 Year, 15 User Contract @ \$16,392.	\$16,392.00
GrayKey Forensic Software Upgrade	Upgrade from Essential Plan to Advance Plan. Price difference of \$19,800 x 3 Years.	\$59,400.00
CovertTrack GPS Tracking Tools	2 Soft Case Units @ \$565ea (\$1,130) . 2 Cardboard Units @ \$565ea (\$1,130). Annual Tracking Plan per unit (\$360 x4) x 3 Years (\$4,320).	\$6,580.00
Flock License Plate Reader Cameras	26 Cameras @ \$3,000ea (\$78,000) x 3 Years.	\$234,000.00
Fleet services for Bait Vehicle	Monthly preventative maintenance costs \$203 per month x 38 months.	\$7,714.00
LeadsOnline Software	PowerPlus subcription. \$13,720 x 3 Years.	\$41,160.00
Cell Hawk Analytics Software	12 User Package. \$6,995 x 3 Years.	\$20,985.00
		\$0.00
TOTAL		\$386,231.00

2b. Services and Supplies Narrative:

The Roseville Police Department has embraced emerging technology to aid in the investigation of our retail, motor vehicle, and motor vehicle accessory theft cases. To further assist officers, detectives, and crime analysts, the department would purchase subscriptions to the following tools:

•Clearview.AI – Images of an unknown suspect are often obtained during an investigation. This software would allow the department to search those unknown images against open-sourced images from the Internet. This tool is currently being successfully utilized by a partner agency.

•LeadsOnline – The PowerPlus subscription level provides investigative capabilities such as CompStat mapping, image searching, person intelligence, and access to third party seller sites such as E-Bay and Offer Up. Not only would the software aid in identifying suspects, but it would also allow for better tracking of stolen property related to organized retail theft.

•CellHawk Analytics – Mobile device data is often key to uncovering additional layers of a theft operation. This software would analyze various pieces of device data, establish patterns, and aid in identifying co-conspirators and/or additional victims.

•GrayKey Forensics – The department currently has funding for the base level (Essential) subscription plan. This plan only allows for 30 After First Unlock (AFU) or brute force extractions annually. An upgrade to the Advanced plan would allow for 125 (AFU) extractions which would more adequately address our current workload and allow for better follow up in organized retail theft cases.

In addition to software the department would also purchase the following tools:

•Flock License Plate Reader (LPR) cameras – The department currently utilizes LPR cameras to combat motor vehicle theft and as an investigative tool in retail theft and motor vehicle accessory theft cases. Our crime analysis unit has identified 26 high priority locations throughout the city in which an expansion of our LPR program would improve our ability to recover stolen vehicles and identify retail theft suspect vehicles.

•3Si GPS Trackers - The department previously had a bait property program to combat motor vehicle and motor vehicle accessory theft. The purchase of 4 new trackers, 2 soft pouch and 2 cardboard, would allow our department to reinstate this program. The tracking tags could be deployed to assist with specific retail theft operations or at high theft locations throughout the city.

•Bait Vehicle (Maintenance) – A request for a bait vehicle is itemized in section 6a and includes a more detailed description of its purpose. This line item is for the monthly maintenance costs associated to that vehicle through city fleet services.

3a. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

3b. Professional Services Narrative

None.

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

4b. Non-Governmental Organization (NGO) Subcontracts Narrative

None.

5a. Data Collection and Evaluation

Description of Data Collection and Evaluation	Calculation for Expense	Total
Data Collection & Evaluation	Personnel costs for time spent by Lieutenants (\$82.13/hour) and Crime Analysts (\$50.35/hour).	\$75,000.00
		\$0.00
		\$0.00
		\$0.00

		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$75,000.00

5b. Data Collection and Evaluation Narrative

As mandated, the Roseville Police Department will set aside \$75,000 for data collection and evaluation efforts. These costs will include personnel time spent for the development of the local evaluation plan and evaluation report. It will also include the personnel time spent for data compilation, analysis, and final reporting.

6a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	Total
4 Door Honda Accord (or similar) - Bait Vehicle	MSRP Pricing (\$28,390) + Tax (\$2,200), Title/Registration (\$429), & Documentation Fee (\$80)	\$31,099.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$31,099.00

6b. Equipment/Fixed Assets Narrative

The Roseville Police Department previously had success with a bait vehicle program to combat motor vehicle and motor vehicle accessory theft. The vehicles used for this program were donated and reached end of life, thus ending the program. A new vehicle would allow the department to re-institute the bait vehicle program and subsequently deploy in high theft areas. Tracking devices would allow for the identification and safe apprehension of thieves.

7a. Financial Audit

Description	Calculation for Expense	Total
Financial Audit	Approximate cost to contract a certified public accountant.	\$25,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$25,000.00

7b. Financial Audit) Narrative:

These costs would be necessary for the required financial audit at the end of the grant period to ensure all allocated funds were spent appropriately.

8a. Other (Travel, Training, etc.)

Description	Calculation for Expense	Total
Travel	Grantee team meetings. No cost for one day trips.	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$0.00

8b. Other (Travel, Training, etc.) Narrative:

No cost incurred when traveling to Sacramento for one day meetings.

9a. Indirect Costs

For this grant program, indirect costs may be charged using only **one** of the two options below:

1) Indirect costs not to exceed 10 percent (10%) of the total grant award. Applicable if the organization **does not have** a federally approved indirect cost rate.

Grant Funds

Total

\$0

\$0

If using Option 1) grant funds allocated to Indirect Costs may not exceed:

\$0

2) Indirect costs not to exceed 20 percent (20%) of the total grant award. Applicable if the organization **has** a federally approved indirect cost rate. Amount claimed may not exceed the organization's federally approved indirect cost rate.

\$0

\$0

If using Option 2) grant funds allocated to Indirect Costs may not exceed:

\$0

Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns **red**, please adjust it to not exceed the line-item noted.

TOTAL

\$0

\$0

9b. Indirect Costs Narrative:

None.



Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678

Troy Bergstrom, Chief of Police

Local Impact Letter

The City of Roseville Police Department is currently applying for funding through the Organized Retail Theft Prevention Grant Program.

The Roseville Police Department has established tremendous working relationships with our regional retail and law enforcement partners. In the process of preparing this grant proposal, members of the Roseville Police Department meet with representatives from the Placer County DA's office, Rocklin Police Department, Auburn Police Department, and Placer County Sheriff's Department. Each expressed desire to investigate retail thefts cases collaboratively and use any tools obtained from grant funding for the benefit of the entire region. The Placer County DA acknowledged that their personnel would likely see an increased workload if more theft cases were referred to their office for prosecution. In response, the Placer County DA is submitting for additional funding through the BSCC vertical prosecution grant. Please refer to the signed letter of commitment by the Placer County District Attorney outlining their pledge to provide staffing and resources as necessary to advance the goals of our respective proposals.

The City of Roseville Police Department acknowledges that our retailers will also play a key role in the effort to reduce theft at their respective locations. The police department does not foresee any adverse effects on business operations resulting from the expenditures related to the ORT grant. However, the police department will continue to build and maintain relationships with our retailers in the event that targeted theft operations will require private sector assistance or resources. If any unexpected impacts arise from the ORT grant project, the Roseville Police Department will immediately act to mitigate those impacts to the best of our ability.

Signed by,

A handwritten signature in blue ink, appearing to read "Brandon Fernandez", is written over a horizontal line.

Brandon Fernandez
Investigation Lieutenant, Roseville Police Department
1051 Junction Blvd.
Roseville, CA 95678



Roseville Police Department
1051 Junction Blvd
Roseville, CA 95678

Troy Bergstrom, Chief of Police

To: Board of State and Community Corrections
Re: The Organized Retail Theft Vertical Prosecution Grant Program
Date: June 30th, 2023

This letter is being submitted to document that the Roseville Police Department agrees to partner on the Organized Retail Theft Vertical Prosecution Grant Program proposal being submitted by the Placer County District Attorney's Office.

Placer County and its cities including Roseville, Rocklin, Lincoln, and Auburn, frequently top national lists ranking health and quality of life. Central to the health and quality of life of our residents and businesses is the collaboration between community, law enforcement, and regional business.

Placer County hosts a variety of large retail hubs like the Roseville Galleria Mall, the Rocklin Commons Shopping Center, along with vibrant small business districts in the downtown areas of our cities. Organized retail theft impacts these and other retail areas in our community, resulting in a negative financial impact to business, tax revenue, as well as undermining the safety of our community.

As a part of this project, the Roseville Police Department agrees to partner with the Placer County District Attorney's Office and surrounding law enforcement agencies to create the "Placer Regional Organized Retail Theft Team".

The "Placer Regional Organized Retail Theft Team" will work to enhance the collaboration between law enforcement and business owners through increased communication, information sharing, and targeted enforcement efforts. Members will work to hold those who engage in organized retail theft accountable, but also to provide support and resources to retailers and businesses affected by these crimes.

The "Placer Regional Organized Retail Theft Team" will be comprised of representatives from the Roseville Police Department, the Rocklin Police Department, and the Placer County District Attorney's Office (as well as other interested regional law enforcement entities). The named agencies will provide the staff and resources necessary to complete thorough investigations into organized retail theft in support of the vertical prosecution model implemented by the Placer County District Attorney's Office. Agencies will meet bimonthly to discuss strategies, trends, and ongoing cases related to retail theft.

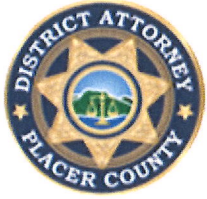
Further, Roseville Police Department agrees to:

- 1) Deploy bait tracking technology in areas targeted by retail theft.
- 2) Utilize technological methods (real time crime center, digital license plate readers, and cell phone forensic technology) to respond to and investigate retail theft.
- 3) Participate in organized retail theft specialized enforcement operations.
- 4) Provide a detective to act as a point of contact for organized retail theft.

Signed by,

A handwritten signature in black ink, appearing to read "T Bergstrom", is written over a horizontal line.

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



MORGAN B. GIRE
DISTRICT ATTORNEY

PLACER COUNTY DISTRICT ATTORNEY

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www.placer.ca.gov

To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: July 5, 2023

This letter is being submitted to document that the Placer County District Attorney agrees to partner on the Organized Retail Theft Grant proposal being submitted by the Roseville Police Department.

Placer County and its cities including Roseville, Rocklin, Lincoln, and Auburn, frequently top national lists ranking health and quality of life. Central to the health and quality of life of our residents and businesses is the collaboration between community, law enforcement, and regional business.

Placer County hosts a variety of large retail hubs like the Roseville Galleria Mall, the Rocklin Commons Shopping Center, along with vibrant small business districts in the downtown areas of our cities. Organized retail theft impacts these and other retail areas in our community, resulting in a negative financial impact to business, tax revenue, as well as undermining the safety of our community.

As a part of this project, the Placer County District Attorney agrees to partner with the Roseville Police Department and surrounding law enforcement agencies to create the "Placer Regional Organized Retail Theft Team".

The "Placer Regional Organized Retail Theft Team" will work to enhance the collaboration between law enforcement and business owners through increased communication, information sharing, and targeted enforcement efforts. Members will work to hold those who engage in organized retail theft accountable, but also to provide support and resources to retailers and businesses affected by these crimes.

The "Placer Regional Organized Retail Theft Team" will be comprised of representatives from the Roseville Police Department, the Rocklin Police Department, and the Placer County District Attorney's Office (as well as other interested regional law enforcement entities). The named agencies will provide the staff and resources necessary to complete thorough investigations into organized retail theft in support of the vertical prosecution model implemented by the Placer County District Attorney's Office. Agencies will meet bimonthly to discuss strategies, trends, and ongoing cases related to retail theft.



MORGAN B. GIRE
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Further, Placer County District Attorney agrees to:

1. Provide a dedicated Deputy District Attorney, District Attorney Investigator, and Crime Analyst to the retail theft case load.
2. Employ a vertical prosecution model related to the prosecution of retail theft.
3. Share statistics related to Retail Theft with partners
4. Identify individuals appropriate for alternative sentencing/programs
5. Participate in organized retail theft specialized enforcement operations.

Signed by,

Morgan Gire
District Attorney Placer County



To: Board of State and Community Corrections
Re: The Organized Retail Theft Prevention Grant Program
Date: July 3, 2023

This letter is being submitted to document that Rocklin Police Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by Roseville Police Department.

Placer County and its cities including Roseville, Rocklin, Lincoln, and Auburn, frequently top national lists ranking health and quality of life. Central to the health and quality of life of our residents and businesses is the collaboration between community, law enforcement, and regional business.

Placer County hosts a variety of large retail hubs like the Roseville Galleria Mall, the Rocklin Commons Shopping Center, along with vibrant small business districts in the downtown areas of our cities. Organized retail theft impacts these and other retail areas in our community, resulting in a negative financial impact to business, tax revenue, as well as undermining the safety of our community.

As a part of this project, Rocklin Police Department agrees to partner with Roseville Police Department and surrounding law enforcement agencies to create the "Placer Regional Organized Retail Theft Team".

The "Placer Regional Organized Retail Theft Team" will work to enhance the collaboration between law enforcement and business owners through increased communication, information sharing, and targeted enforcement efforts. Members will work to hold those who engage in organized retail theft accountable, but also to provide support and resources to retailers and businesses affected by these crimes.

The "Placer Regional Organized Retail Theft Team" will be comprised of representatives from the Roseville Police Department, the Rocklin Police Department, and the Placer County District Attorney's Office (as well as other interested regional law enforcement entities). The named agencies will provide the staff and resources necessary to complete thorough investigations into organized retail theft. Agencies will meet bimonthly to discuss strategies, trends, and ongoing cases related to retail theft.

Further, Rocklin Police Department agrees to:

- 1) Provide an officer dedicated to the investigation and prevention of retail theft.
- 2) Utilize technological methods (real time crime center, digital license plate readers) to respond to and investigate retail theft.
- 3) Participate in organized retail theft specialized enforcement operations

Signed by,

Rustin Banks

RUSTIN BANKS, Chief of Police

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Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Roseville Police Department's commitment to policing that is fair and objective. The intent of this policy is to increase the Department's effectiveness as a law enforcement agency and to build mutual trust and respect with the city's diverse groups and communities.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach, partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Penal Code § 13519.4).

Racial or Identity Profiling - the consideration of, or reliance on, to any degree, actual or perceived race, color, ethnicity, national origin, age, religion, gender identity or expression, sexual orientation, or mental or physical disability in deciding which persons to subject to a stop or in deciding upon the scope or substance of law enforcement activities following a stop, except that an officer may consider or rely on characteristics listed in a specific suspect description.

Implicit Bias - the attitudes or stereotypes that affect a person's understanding, actions, and decisions in an unconscious manner. These biases, which encompass both favorable and unfavorable assessments, are activated involuntarily and without an individual's awareness or intentional control. Implicit biases are different from known biases that individuals may choose to conceal.

Bias by Proxy - when an individual calls/contacts the police and makes false or ill-informed claims of misconduct about persons they dislike or are biased against based on explicit racial and identity profiling or implicit bias. When the police act on a request for service based in unlawful bias, they risk perpetuating the caller's bias. Sworn and professional staff should use their critical decision-making skills, drawing upon their training to assess whether there is criminal conduct.

401.2 POLICY

The Roseville Police Department is committed to providing law enforcement services to the community without being unduly influenced toward the racial, cultural or other differences of those served. The Department is committed to providing services and enforcing the laws in a professional, nondiscriminatory, fair, and equitable manner that keeps both the community and officers safe and protected.

Bias-Based Policing

Department personnel must not delay or deny policing services based on an individual's actual or perceived personally identifying characteristics.

All Department personnel, including dispatchers and professional staff, are responsible for understanding and complying with this policy. All Department personnel share the responsibility of preventing bias-based policing and shall report any violations of this policy they observe or of which they have knowledge.

At no time shall any member retaliate against any person who complains of biased policing or expresses negative views about them or law enforcement in general.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes. Except as provided above, officers shall not consider personal characteristics in establishing either reasonable suspicion or probable cause.

401.3.1 CALIFORNIA RELIGIOUS FREEDOM ACT

Members shall not collect information from a person based on religious belief, practice, affiliation, national origin or ethnicity unless permitted under state or federal law (Government Code § 8310.3).

Members shall not assist federal government authorities (Government Code § 8310.3):

- (a) In compiling personal information about a person's religious belief, practice, affiliation, national origin or ethnicity.
- (b) By investigating, enforcing or assisting with the investigation or enforcement of any requirement that a person register with the federal government based on religious belief, practice, or affiliation, or national origin or ethnicity.

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any biased-based actions by another member.

To cultivate and foster transparency and trust with all communities, each Department member shall do the following when conducting pedestrian or vehicle stops or otherwise interacting with members of the public, unless circumstances indicate it would be unsafe to do so:

- (a) Be courteous, professional, and respectful.
- (b) State the reason for the stop as soon as practicable, unless providing this information will compromise officer or public safety or a criminal investigation.

Bias-Based Policing

- (c) Reasonably answer questions that the individual may have about the stop.
- (d) Ensure that a detention is no longer than necessary to take appropriate action for the known or suspected offense and Department member convey the purpose of any reasonable delays.
- (e) All personnel, including dispatchers and professional staff, shall not use harassing, intimidating, derogatory, or prejudiced language, including profanity or slurs, particularly when related to an individual's actual or perceived personal characteristics.
- (f) Dispatchers and sworn personnel shall be aware of and take steps to curb the potential for bias by proxy in a call for service.
- (g) Officers should draw upon their training and use their critical decision-making skills to assess whether there is criminal conduct and to be aware of implicit bias and bias by proxy when carrying out their duties.
- (h) All personnel, including dispatchers and professional staff, shall aim to build community trust through all actions they take, especially in response to bias-based reports.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING OF STOPS

As required by the California Racial and Identity Profiling Act of 2015, Roseville Police Department is required to collect data on: (a) civilian complaints that allege racial and identity profiling and (b) perceived demographic and other detailed data regarding pedestrian and traffic stops. The data to be collected for stops includes, among other things, perceived race or ethnicity, approximate age, gender, LGBT status, limited or no English fluency, or perceived or known disability, as well as other data such as the reason for the stop, whether a search was conducted, and the results of any such search. All agencies must report this data to the California Department of Justice.

Unless an exception applies under 11 CCR 999.227, an officer conducting a stop of a person shall collect the data elements required by 11 CCR 999.226 for every person stopped and prepare a stop data report. When multiple officers conduct a stop, the officer with the highest level of engagement with the person shall collect the data elements and prepare the report (11 CCR 999.227).

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If multiple agencies are involved in a stop and the Roseville Police Department is the primary agency, the Roseville officer shall collect the data elements and prepare the stop data report (11 CCR 999.227).

The stop data report should be completed by the end of the officer's shift or as soon as practicable (11 CCR 999.227).

The Department should regularly analyze data to assist in identifying practices that may have a disparate impact on any group relative to the general population.

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Peace Officers Bill of Rights (Government Code 3300-3312) and the Internal Affairs Investigations Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - (a) Supervisors should document these discussions, in the prescribed manner.
- (b) In accordance with the Body-Worn Camera Policy, supervisors shall conduct monthly compliance reviews for all officers they supervise.
 - (a) Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for any potential administrative investigation purpose.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the Professional Standards Unit.

- (a) All sworn members of this department will be scheduled to attend Peace Officer Standards and Training (POST)-approved training on the subject of bias-based policing.
- (b) Pending participation in such POST-approved training and at all times, all members of this department are encouraged to familiarize themselves with and consider racial and cultural differences among members of this community.
- (c) Each sworn member of this department who received initial bias-based policing training will thereafter be required to complete an approved refresher course every five years, or sooner if deemed necessary, in order to keep current with changing racial, identity and cultural trends (Penal Code § 13519.4(i)).
- (d) Officers should be mindful of their training on implicit bias and regularly reflect on specific ways their decision-making may be vulnerable to implicit bias.

Roseville Police Department

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Bias-Based Policing

401.7 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE

The Professional Standards Unit Manager and the Records Manager or the authorized designee shall ensure that all data required by the Department of Justice (DOJ) regarding complaints of racial bias against officers is collected and reported annually to DOJ (Penal Code § 13012; Penal Code § 13020).

Facial Recognition System

608.1 PURPOSE AND SCOPE

Facial recognition technology involves the ability to examine and compare distinguishing characteristics of a human face through the use of biometric algorithms contained within a software application. This technology can be a valuable investigative tool to detect and prevent criminal activity, or reduce an imminent threat to health or safety.

It is the purpose of this policy to provide Roseville Police Department personnel with guidelines and principles for the collection, access, use, dissemination, retention, and purging of images related to facial recognition (FR). This policy will ensure that the use of facial recognition does not violate the privacy, civil rights, and civil liberties of individuals.

All deployments of the facial recognition system are for official use only/law enforcement sensitive. The provisions of this policy are provided to support the following authorized uses of face recognition information:

- (a) An active or ongoing criminal investigation.
- (b) To mitigate an imminent threat to health or safety.
- (c) To investigate and/or corroborate tips and leads.
- (d) To assist in the identification of potential witnesses and/or victims of violent crime.
- (e) To support law enforcement in critical incident responses and special events.

608.2 POLICY

This policy was established to ensure that all images are lawfully obtained, and facial recognition software is used only for the purposes outlined therein.

All authorized personnel will comply with the Roseville Police Department's facial recognition policy and will be required to complete the mandatory training.

608.3 DEFINITIONS

Facial Recognition- An application that uses biometric algorithms to detect multiple landmarks and measurements of a face that may be compared to a gallery of known images to find potential matches.

Face Identification- The manual process (the human aspect) of examining potential matches from facial recognition, looking for similarities or differences.

Gallery- Any database of known images.

Probe Image - Any unknown image used for facial recognition.

Gallery Image- An image from an existing database. Once a probe image is run through the facial recognition system, it is manually compared to gallery images to identify possible matches.

Facial Recognition System

608.4 DISCLOSURE REQUESTS

Records will be disclosed in accordance with RPD Policy 805, Records Maintenance and Release.

608.5 ROLES AND RESPONSIBILITIES

Facial recognition systems shall only be deployed for official law enforcement purposes. Facial recognition possible matches shall NOT be the sole basis for enforcement. Facial recognition shall only be used as an investigative tool to provide leads; further investigation should be completed for additional evidence, in order to make a positive identification of the suspect.

If a possible match is located by an facial recognition user, a second trained facial recognition user shall complete a second check in order to confirm a possible match.

608.5.1 USER RESPONSIBILITY

Authorized users who utilize facial recognition to assist in their investigation are required to capture and maintain facial recognition data according to the guidelines outlines in the associated Facial Recognition Procedure.

[See the Roseville Police Department Procedural Manual: 1201.3 SEARCHES AND RESULTS for specifics.](#)

608.6 FACIAL RECOGNITION SEARCH REQUESTS

An employee may request that an authorized user run a search of facial recognition to assist in an investigation. [The requestor must complete the Facial Recognition Request Form available through the HUB.](#)

Although the authorized user is the one conducting the search, they are not required to document their findings in a supplemental report. The Authorized user will notify the requestor of the search findings and will provide them all related facial recognition material. The requestor is responsible for documenting the search and findings in their related case report.

Data collected by a body worn camera shall not be used as a probe image for purposes of facial recognition.

608.6.1 OUTSIDE AGENCY REQUESTS/BULLETINS

Authorized users should not run proactive facial recognition searches related to an outside agency information bulletin.

When an outside agency requests our assistance in running a facial recognition search, the request shall be handled on a case by case basis and only with the approval of the Services Division Captain or designee. If facial recognition use is approved for an outside agency, the authorized user shall provide the requestor a disclaimer that the findings of the search are to be used as an investigative lead only and that further investigation should be completed for additional evidence, in order to make a positive identification of a suspect.

Facial Recognition System

608.7 FACIAL RECOGNITION ADMINISTRATOR

The Services Division Captain or designee shall be responsible for developing guidelines and procedures to include:

- (a) A description of the job title or other designation of the members who are authorized to use or access or use facial recognition.
- (b) Training requirements for authorized users.
- (c) A description of how the facial recognition system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access.
- (e) The title and name of the current designee overseeing the facial recognition operation.
- (f) Working with the Custodian of Records on the retention and destruction of facial recognition data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

Facial Recognition administrators shall:

- (a) Coordinate the training for all users of the facial recognition programs.
- (b) Conduct facial recognition quarterly audits of user queries.
- (c) Update access to the database for users who show a continued need for it.

608.8 DATA COLLECTION AND RETENTION

The Services Division Captain or designee is responsible for ensuring systems and processes are in place for the proper retention of facial recognition data.

All facial recognition data should be stored for a minimum of two years and in accordance with the established records retention schedule as updated on an annual basis with the City. Thereafter, facial recognition data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be booked into evidence. Probe images are not stored in the image repository within the facial recognition system.

The Roseville Police Department has authorized access to and can perform facial recognition searches utilizing image galleries not owned or maintained by the Roseville Police Department. Images not maintained or owned by the Roseville Police Department and are subject to the retention policies of the respective agencies authorized to maintain those images.

608.9 AUDITING

The Professional Standards Unit Sergeant will be responsible for conducting facial recognition audits. Facial recognition auditing will include the following:

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Facial Recognition System

608.10 TRAINING

The Facial Recognition Administrator shall ensure that members receive department-approved training for those authorized to access the facial recognition system.

Prior to utilizing the facial recognition system each user shall complete appropriate training and review facial recognition policy and procedure.

Automated License Plate Readers (ALPR)

425.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

425.2 POLICY

All ALPR data and images accessed are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

425.3 DEFINITIONS

1. **AUTOMATED LICENSE PLATE READER (ALPR)**- A device that uses camera and computer technology to capture license plate numbers and vehicle photos with date, time, and GPS coordinate information at time of detection.
2. **STATIONARY ALPR CAMERA**- All ALPR cameras will have at least one ALPR camera integrated to detect license plate or vehicle information in at least one direction.
3. **DETECTION** – Data obtained by an ALPR within the public view that is captured, including images of license plates, vehicles, subjects, or objects, with GPS information regarding the location, date, and time of the ALPR read.
4. **HIT**- A notification from the ALPR system that alerts the users that a license plate scanned by the ALPR may be in National Crime Information Center (NCIC) or other law enforcement database or that the vehicle is on a “Hot List” for a specific reason, including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violence protective order, or terrorist-related activity.
5. **HOT LIST** – License plate(s) associated with vehicles of interest from various databases, including, but not limited to, NCIC, DOJ, DMV, IJIS Warrant, and local investigations.
6. **SPECIAL HOT LIST** – Created solely to bring the officers’ attention to specific vehicles that have been associated with criminal activity. Special Hot Lists could be generated by comparing data from several law enforcement databases.
7. **ALPR ADMINISTRATOR** – Any person authorized to create or disable, monitor, and audit user accounts.

425.4 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Roseville Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, active criminal investigations, suspect interdiction and stolen property recovery.

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Automated License Plate Readers (ALPR)

All ALPR data access, shall be managed by the Investigative Services Captain or designee. The Services Division Captain or designee will assign members under his/her command to administer the access to the ALPR data.

425.4.1 ALPR ADMINISTRATOR

The Investigative Services Captain or designee shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.
- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

ALPR administrators shall:

Ensure all installed ALPR system equipment is functioning properly, on as needed basis.

- (a) Coordinate the training for all users of the ALPR programs.
- (b) Conduct audits every 60 days of ALPR user queries.
- (c) Update access to the database for users who show a continued need for it.

425.5 ROLES AND RESPONSIBILITIES

ALPR systems shall be deployed for official law enforcement purposes, including, but not limited to

- (a) Locating stolen vehicles, wanted or missing persons, or vehicles, or identifying stolen license plates as designated on various Hot Lists.
- (b) Canvassing areas surrounding recent crimes to capture vehicle license plates in an attempt to locate vehicles that may have been connected to the crimes.
- (c) Other uses as approved and documented by an appropriate supervisor or ALPR administrator.
- (d) ALPR hits shall NOT be the sole basis for an enforcement or investigative stop. Independent reasonable suspicion or probable cause is required before making a traffic stop.

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Automated License Plate Readers (ALPR)

425.6 OPERATIONS

Use of ALPR data is restricted to the purposes outlined below. Department members shall not use, or allow others to use the database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) ALPR data shall only be used for official law enforcement business.
- (b) ALPR data may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before accessing ALPR data.
- (c) No ALPR end user may access department, state or federal data unless otherwise authorized to do so.
- (d) The officer shall verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

425.6.1 INOPERABLE OR DAMAGED ALPR EQUIPMENT

Upon discovery of any ALPR equipment that is inoperable or damaged, officers shall:

- (a) Not attempt to repair defective or inoperable ALPR equipment and immediately notify an ALPR Administrator and their Supervisor.
- (b) Document damage or vandalism to any fixed ALPR camera, ALPR equipment, or a mobile trailer in a crime report and notify the ALPR Administrator. Damaged or vandalized mobile trailers shall be returned to the police facility by a trained officer.

425.6.2 ALPR HITS

ALPR hits shall be broadcast in a timely fashion so that Dispatch can confirm the status of the wanted vehicle and ensure officer and public safety.

- (a) Officers broadcasting ALPR hits from a vehicle shall have Dispatch confirm vehicle status on the appropriate radio channel and not run the plate via the MDC prior to broadcast.
- (b) Personnel broadcasting ALPR hits from a desktop shall confirm the vehicle status prior to broadcast on the appropriate radio channel.

ALPR hits shall be dispatched as provided below:

- (a) ALPR hits shall be entered as a call for service using the appropriate LPR call type to classify the incident.
- (b) Dispatchers receiving ALPR hit information shall enter a call for service and:
 - 1. Confirm the license plate status by running a CLETS/NCIC query and attaching the results to the incident.
 - 2. Obtain the vehicle description and direction of travel.
 - 3. Make the appropriate broadcast based on the circumstances surrounding the hit. At a minimum dispatchers will broadcast on the main channel to the Patrol Division.

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Automated License Plate Readers (ALPR)

4. In the event contact is made with the vehicle, the call type shall be updated to LOCLPR.

425.6.3 HOT LISTS

- (a) Hot Lists (SVS, SRV, SLR) will be automatically downloaded into the ALPR system multiple times a day, with the most current data overwriting the old data.
- (b) Special Hot Lists will only be allowed with approval by the Investigative Services Captain or designee.
 1. The Hits from Special Hot Lists should be viewed as informational only, created solely to bring the officers' attention to specific vehicles that have been associated with criminal activity. Department Special Hot Lists shall not be shared with any other LEA without prior authorization from the Investigative Services Captain or designee.

425.6.4 HOT PLATES

Hot Plates added to any ALPR database shall have an expiration date not to exceed thirty (30) days.

1. Hot Plates use is currently restricted to authorized personnel with supervisor approval.

Hot Plates entered into the ALPR system shall contain the following information:

1. Entering officer's name and contact phone number.
2. Related case number.
3. Short synopsis of originating call or reason for entry with as much description as possible.

License plates entered into ALPR as a Hot Plate that will also be entered into SVS, SLR, SFR, MUPS, etc. shall have an expiration not to exceed twenty-four (24) hours.

425.6.5 USER SEARCHES

When an officer uses any ALPR system to aid in an investigation, the following information shall be entered upon each search:

1. Searching officer's name.
2. Related case/CFS number, if applicable.
3. If no case/CFS number is available, the officer must provide a reason for the search with as much description as possible.

425.7 DATA COLLECTION AND RETENTION

The Investigative Services Captain or designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data.

All ALPR data should be stored for 60 days (Vehicle Code § 2413) and in accordance with the established records retention schedule as updated on an annual basis with the City. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it

Automated License Plate Readers (ALPR)

will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be booked into evidence.

425.8 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Roseville Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All ALPR data shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only.

425.9 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

425.9.1 DATA SHARING - OUTSIDE AGENCIES

Requests received from outside agencies to access Roseville Police Department (RPD) ALPR data will be evaluated under the following guidelines:

- (a) Sharing request will be limited to agencies within 150 mile radius of the City of Roseville or on a case by case basis with agencies outside of that area.
- (b) Sharing requests will be reviewed by the Investigative Services Captain or designee to make a determination.

425.9.2 DATA SHARING - SPECIAL REQUESTS

Special requests received from outside agency personnel will be evaluated, on a case by case basis, under the following guidelines:

- (a) The agency makes a written request for the ALPR data that includes:
 - (a) The name of the agency.
 - (b) The name of the person requesting.
 - (c) The intended purpose of obtaining the information.
- (b) The request is reviewed by the Investigative Services Captain or the authorized designee and approved before the request is fulfilled.
- (c) See the associated ALPR procedure for specific guidelines.

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Automated License Plate Readers (ALPR)

425.10 AUDITING

The Professional Standards Unit Sergeant will be responsible for conducting ALPR audits. ALPR auditing will include the following:

- (a) Sharing Agreements
 - 1. Sharing agreements will be audited annually for assessment of continued need.
 - 2. Sharing agreements include both agencies that the Department shares data with, and agencies that share data with the Department.
- (b) User Accounts
 - 1. User accounts will be audited every 60 days for assessment of continued need.
- (c) Searches
 - 1. User searches will be audited every 60 days for policy compliance.
- (d) Hot Plate Entries
 - 1. Hot plate entries will be audited every 60 days for policy compliance.

425.11 TRAINING

The ALPR Administrator shall ensure that members receive department-approved training for those authorized to access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

Prior to utilizing any ALPR system each user shall complete training under the following guidelines:

- (a) Complete Department training with an approved ALPR trainer.
- (b) Review ALPR policy and procedure annually and complete associated training quiz.

APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster

	Name	Title	Organization / Agency
1	Ryan Allain	Director	Government Affairs, California Retailers Association
2	Chesa Boudin	Executive Director	Criminal Law & Justice Center – UC Berkeley School of Law
3	Michelle Brown	Retired Chief Probation Officer	San Bernardino County
4	Derek Casebeer	Chief Deputy	Sacramento County Probation Department
5	Tracie Cone	Public Information Officer	Board of State and Community Corrections
6	Jason Craven	Officer	CA Highway Patrol Organized Retail Crime Task Force & Sacramento County Auto Theft Suppression Task Force
7	Jason Daugherty	Retired CHP Captain	Commander of Field Support Section
8	Sandra Dinong	Associate Governmental Program Analyst	Board of State and Community Corrections
9	Evonne Garner	Retired Deputy Director	Board of State and Community Corrections
10	Mary Jolls	Retired Deputy Director	Board of State and Community Corrections
11	Nicole Kirkaldy	Restorative Justice and Diversion Program Director	Yolo County District Attorney's Office
12	Mercedes Morales	Associate Governmental Program Analyst	Board of State and Community Corrections
13	Ryan Okimura	Staff Services Manager I	Board of State and Community Corrections
14	Nancy O'Malley	Retired District Attorney	Alameda County
15	Chelsea Paez	Staff Services Manager I	Board of State and Community Corrections
16	Bao Phan	Associate Governmental Program Analyst	Board of State and Community Corrections
17	Rodney Rego	Captain	Elk Grove Police Department
18	Michelle Solorzano	Sr. Project Manager	City of El Monte
19	Ashley Taylor	Associate Governmental Program Analyst	Board of State and Community Corrections
20	Eric Taylor	Sheriff	San Benito County

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

The Organized Retail Theft Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)¹ providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Organized Retail Theft Grant Program Grant funds (as either a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Organized Retail Theft Grant Program grantee;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address within California. (An agent for service of process with a California address is insufficient.)

Completing the NGO Assurance (Following Page)

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known),
3. Check Yes or No to indicate if each contracted part meets the requirements
4. Sign and Submit to the BSCC

NOTE: If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the "Name of Contracted Party" field and sign the document.

¹ For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

Provide your agency name and in the table list information for all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

*Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE NUMBER
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE X			DATE

ORDINANCE NO. 6734

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 a grant award from the California Board of State and Community Corrections.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mark Peinado / Management Analyst FISCAL YEAR: FY2023-24
 PREPARER NAME & TITLE: Mark Peinado / Management Analyst COUNCIL DATE (if applicable): 10/18/2023
 DEPARTMENT/DIVISION: Police Department / Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5080	84001	700059	166,817	Increase project labor budget for staff overtime
2270	5395	84001	700059	6,580	Increase equipment under 5,000 for trackers
2270	5393	84001	700059	371,937	Increase software for investigation technology
2270	5510	84001	700059	7,714	Increase ISF rates in project for maintenance of bait vehicle
2270	5516	84001	700059	31,099	Contribution to Fleet Replacement fund for bait vehicle
2270	5301	84001	700059	25,000	Increase professional services for audit services
4005	6552	62601		31,099	Increase Fleet Replacement budget for purchase of bait vehicle
4001	5413	62601		7,714	Increase ISF rates for maintenance of bait vehicle
1001	5071	44050		22,954	Increase Investigations overtime budget
1001	5980	44050		(22,954)	Increase secondary labor budget for Investigations overtime
TOTAL				647,960	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4410	84001	700059	609,147	Increase project revenue budget for total amount of grant reimbursement
4005	4254	62601		31,099	Increase revenue in Fleet Replacement fund for purchase of bait vehicle
4001	4251	62601		7,714	Increase ISF revenue budget for maintenance of bait vehicle
TOTAL				647,960	

NET ADJUSTMENT	-
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FUND BALANCE

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

Justification for Budget Adjustment:

The Roseville Police Department was awarded \$609,147 through the Board of State and Community Corrections, Organized Retail Theft (ORT) Grant Program. The Organized Retail Theft Grant is purposed to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft. The Roseville Police Department will use the grant funds to pay for Officer overtime to conduct additional enforcement activities and purchase investigative tools, software, and a bait car to reimplement the Police Department's bait car program. The recommended budget adjustment will appropriate the grant funding and move \$38,813 of the funds into the Fleet fund for purchase and maintenance of the bait vehicle. There is no replacement cost estimated as this vehicle is not expected to be replaced. The adjustment to the Investigation's labor budget for overtime and secondary labor only reflects the estimated expenditure for FY2023-24 in the amount of \$22,954. The remaining \$143,863 will be budgeted for Investigation's overtime during budget development in future years.

				REQUIRED APPROVALS:	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE	
CHIEF FINANCIAL OFFICER / DESIGNEE		DATE		CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:					
POSTED BY		DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2996

File #: 0704

Title: Roseville Soccer Complex - Approval of Final Construction Documents

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

Meeting Date: 10/18/2023

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the final construction documents for the Roseville Soccer Complex.

BACKGROUND

Location

The 51-acre project is located at 2600 Westbrook Boulevard at Brookstone Drive in the West Roseville Specific Plan area.

Previous Council Approval

In August 2022, the Council approved the master plan for the Roseville Soccer Complex which included 10 lighted artificial turf soccer fields, a universally accessible playground and support features such as off-street parking, restrooms, shade structures, concession/officials room and walkways. At that time, a Subsequent Initial Study/Mitigated Negative Declaration was adopted to comply with the California Environmental Quality Act (CEQA) (SCH No. 2002082057).

Design-Assist Delivery Model and Plan Approval

The approved delivery model is a design-assist process. In March 2023, City Council approved a Design-Assist construction contract with Bothman Construction, Inc. The Design-Assist process includes a Request for Proposals with a plan set at 75% completion. The pre-construction services phase provides for further collaboration between the City, the Designer and the Contractor to achieve a 100% plan set that is consistent with a Guaranteed Maximum Price. Benefits of this approach provide for a method to control costs through a pre-construction phase for budget analysis and constructability review, minimizes change orders and allows for the phasing of construction work while other aspects of the project are being refined. This decreases delays and provides for an earlier start of construction.

Grading and Infrastructure Plan Approval

The grading plans for the Soccer Complex were approved by Council on June 7, 2023. Grading operations began on June 12, 2023.

Final Permit Issuance

The Engineering and Building permits have now been issued for the full project. This milestone allows the construction of the Soccer Complex to keep moving forward.

Construction Schedule

Construction is estimated to be a two-year project with completion in late 2025, weather permitting.

FISCAL IMPACT

Funding for the construction of the project was approved on March 15, 2023 with the award of the construction contract to Bothman Construction, Inc. The funding for this work includes allocations from the West Roseville Neighborhood Park Fund, the West Roseville Citywide Park Fund, the Strategic Improvement Fund, the Public Facilities Fund, the General Fund, the Federal Stimulus Reserve - American Rescue Plan Act (ARPA) Fund and repayment from Placer Valley Tourism for work performed under a separate Sports Complex effort. Maintenance for this facility will be funded by revenue generated by the facility and the Parks, Recreation & Libraries operations budget in the General Fund.

ENVIRONMENTAL REVIEW

A Subsequent Initial Study/Mitigated Negative Declaration (IS/MND, SCH No. 2002082057) for the Roseville Soccer Complex project was adopted by the City Council on August 17, 2022. The IS/MND covered the potential impacts associated with the purchase of an additional 20 acres of land and the master plan for the ten-field project as currently approved. The associated final construction documents are within the scope of the Subsequent IS/MND; therefore, pursuant to the California Environmental Quality Act, Sections 15168 and 15162, no further analysis is required. The project is subject to the mitigation measures identified in the IS/MND.

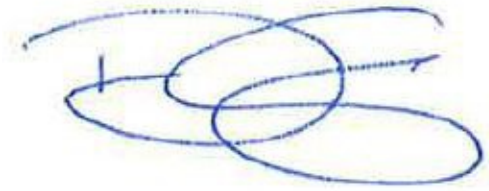
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

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,

Tara Gee, Park Planning & Development Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Roseville Soccer Complex Specifications

Roseville Soccer Complex Specifications Project Manual Cover

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Roseville Soccer Complex 2 of 11

Roseville Soccer Complex 3 of 11

Roseville Soccer Complex Plans 4 of 11

Roseville Soccer Complex 5 of 11

Roseville Soccer Complex 6 of 11

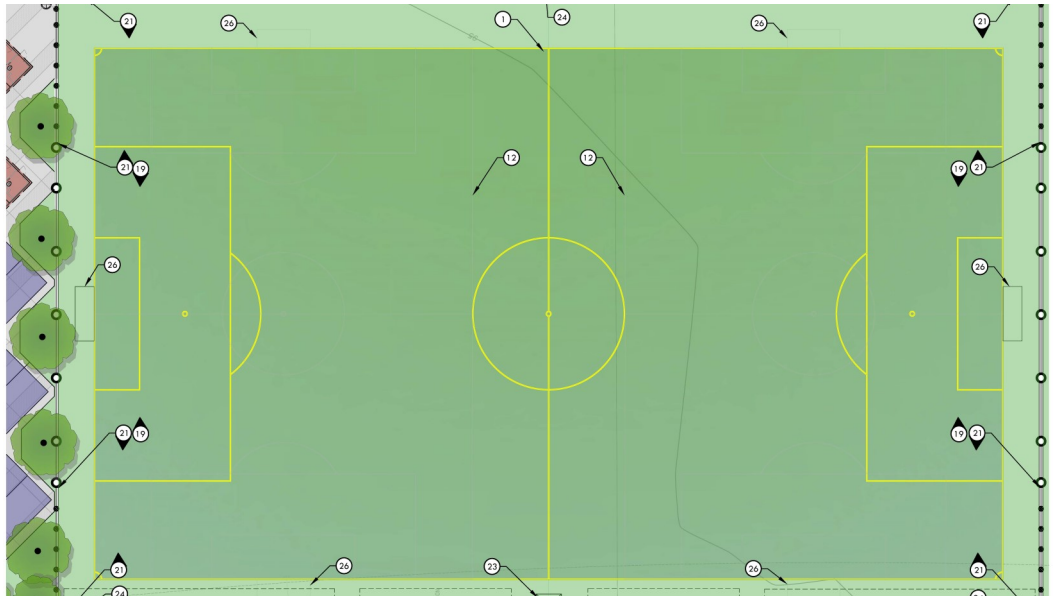
Roseville Soccer Complex 7 of 11

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Project Manual for the Roseville Soccer Complex Project

September 2023

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards are available at www.roseville.ca.us/parksintheworks.

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



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A: Irrigation Schedules	3 page
B: Soils Fertility Report – not provided	
C: Geotechnical Report	70 pages
D: Geotechnical Report Supplemental Recommendations	1 page
E: FlexGround EnduraFlex Manufacturer's Specifications	6 pages
F: FlexGround FlexGrass Manufacturer's Specifications	6 pages
G: KoolFog Manufacturer's Specifications	8 pages
H: Post Construction Storm Water Quality Plan	102 pages

SECTION 00 31 46 PERMITS

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The intent of this Section is to furnish bidders with the known list of required permits for the Work under the Contract Documents. Bidders should note that the list is not necessarily complete and that additional requirements may exist or arise.

1.02 Permits

- A. The Contractor shall obtain copies of the following permits from the Project Manager. Copies of these shall be obtained prior to start of work and shall be kept on the jobsite.
 - 1. State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity:

The City has prepared and submitted the SWPPP and Notice of Intent (NOI) to the State Water Resources Control Board. Prior to starting construction, Contractor shall obtain coverage under and comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ). The City will prepare and submit the NOT when permanent BMP's have been installed.

- 2. City of Roseville Department of Development Services, Encroachment Permit for all Work related to this project.
- 3. City of Roseville Department of Development Services, Grading Permit for all Work related to this project.
- 4. City of Roseville Department of Development Services, Building Permit for all structural items associated with this project, including, but not limited to, sport field and pedestrian lighting, netting poles, fencing, restrooms, shade structures, drinking fountain (plumbing code), and miscellaneous electrical.

- B. Contractor shall comply with the conditions of these permits and will be solely responsible for all costs associated with meeting permit conditions unless specifically specified otherwise in these Contract Documents.
- C. A copy of the permit is included in the Appendix of the Project Manual. A trench/excavation permit must be on file with the City. Submit a copy of the notification letter to CAL OSHA, which outlines the project, and contracted scope of work.

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

Intentionally left blank.

END OF SECTION

SECTION 01 10 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 General

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Project Description

- A. Project Name and address:

Roseville Soccer Complex
2600 Westbrook Blvd

- B. Project description/scope of work:

The scope of this project includes site demolition, clear and grub of undeveloped lot. Proposed improvements include construction of (10) ten soccer fields with perimeter fencing, fourteen (14) shade structures; north plaza with restroom and concession building and two (2) picnic shade structures, south plaza with restroom and concession building, and two (2) picnic shade structures, an all-inclusive play area with restroom; new parking lots, new maintenance yard, new hardscape, landscape, site utilities, and path of travel and accessible parking for accessibility requirements. Sport field lighting for ten (10) soccer fields.

- C. The Contractor, prior to submission of his bid, shall visit the site and become familiar with the physical site conditions, the plans and specifications. All existing site conditions, apparent in a detailed, on-site inspection, shall be a part of the project. Submission of a bid shall represent the Contractor's acknowledgment of the existing site conditions and its effect on the implementation of the contract documents.

1.03 Engineering

- A. Field Engineering, as a part of this contract, shall include:
 - 1. Layout of the work and establishment of lines and grades.
 - 2. Said work to be performed by a California Registered Civil Engineer or a California licensed Land Surveyor.
 - 3. When discrepancies between the drawings and actual site conditions are discovered, notify the Inspector for instruction on how to proceed.

4. All work shall:

- a) Establish indicated layout in relation to the property survey and existing reference points.
- b) Establish and preserve permanent reference points during the course of construction.
- c) Set locations and elevations of all site elements as required for proper completion of the work.

1.04 Permits, Fees and Notices

- A. The Contractor and/or his assigned Subcontractors shall obtain any and all required permits (beyond those provided in the Appendix) from all governing authorities, including other City Departments, prior to start of construction.

1.05 Construction Plans

- A. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's project manager immediately. The City's project manager will clarify discrepancies or omissions, in writing, within a reasonable time.
- B. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - 1. Notice to Contractors
 - 2. Special Provisions
 - 3. City of Roseville Parks Construction Standards
 - 4. City of Roseville Design and Construction Standards
 - 5. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

1.06 Definitions

- A. The term "accepted" where used within, shall mean accepted in writing by the City of Roseville's Project Manager.
- B. The term "Inspector", where noted, shall mean the project representative, appointed by the City of Roseville, who will oversee the project on a day-to-day basis.
- C. The term "Project Manager", where noted, shall mean the project representative appointed by the Parks Department.
- D. The term "Consultant", where noted, shall mean the prime Consultant listed on the cover sheet of these Specifications.
- E. The term "accepted equal", where used herein, shall mean the equal in the opinion of the Project Manager, in consultation with the Consultant, when necessary, and as accepted in writing by the Project Manager.

- F. The term “Project Owner”, where used herein, shall mean the landowner or developer.
- G. The term “provide”, where used herein, shall mean furnish and install complete.
- H. The term “as selected”, where used herein, shall mean as selected by the Consultant and as accepted by the Project Manager.
- I. The term “substantially complete”, where used herein, shall mean the state of which the project can be used in the manner of which it is intended with the exception of minor items as determined by the Project Manager.
- J. See Section 1 of the General Conditions for additional definitions and terms.

1.07 Standards

- A. Numerous standards are referenced in these contract documents. The referenced standards shall be the current edition as of the date of these contract documents. Also, see Section 4 - 1.02 of the General Conditions.
- B. The codes adopted by the City, County, State and federal agencies shall govern minimum requirements for this project. Where codes conflict with these Specifications, the more stringent shall apply, and such conflicts shall be brought to the attention of the Project Manager. Caltrans Standards shall be applied where specifically referenced. In the absence of specific reference requirements in the contract documents, the applicable codes shall govern.
- C. In addition to the standards noted in individual sections of these Specifications, standards of the following organizations shall be noted by initials only.
 - 1. ANSI: American National Standards Institute.
 - 2. ASTM: American Society for Testing and Materials.

1.08 Submittals

- A. All submittals shall be submitted at one time within ten (10) working days from issuance of Notice to Proceed to the extent possible. Initial submittals to prioritize items with long lead times. The review time for submittals shall be as noted in Section 2 - 1.04 of the Special Conditions. Items returned for re-submittal shall be returned to the City within two weeks.
- B. The Contractor shall include a cover sheet indicating the following (A sample is provided in Section 5: Forms):
 - 1. Drawing sheet or specification section reference (by section, paragraph and sub-paragraph numbers);
 - 2. Item description;
 - 3. Indication whether this item is “as specified” or “proposed substitution” and
 - 4. A space for itemized response summary, e.g. “reviewed” or “resubmit”.
- C. Contractor shall provide submittals electronically in PDF file format and physical product samples as required in specifications. It shall be the Contractor’s responsibility to ensure that the summary sheet is included in the

submittal package. Incomplete submittal packages (i.e., the lack of a summary sheet or lack an appropriate product sample) will not be reviewed.

- D. Proposed substitution requests must include a comparison between the originally specified item and the proposed substitute. The burden of proof of compliance for proposed substitutions with project requirements rests with the Contractor. Coordination of the installation of accepted substitutions, including incidental changes/modifications to accommodate proposed products shall be at no additional cost to the Owner.
- E. Where required in specified Section of these Specifications, submittals shall include proof of order of site furnishings, play equipment or other materials within two weeks (ten working days) of receipt of the returned, approved submittal. Submittals of orders shall be made at one time. Exceptions will be considered, with justification.

1.09 Tests

- A. In addition to Section 4 - 1.03 of the General Conditions, testing and inspections may be performed by a private testing laboratory. The testing laboratory, provided by the City, shall be under the direction of a California registered civil engineer. All work shall conform to requirements set forth by ASTM B329, and shall be acceptable to the City.
- B. Copies of the laboratory reports/results of each test or inspection shall be provided to the Project Manager, Inspector and Contractor.

1.10 Temporary Facilities

- A. Sanitary provisions shall be the responsibility of the Contractor. Existing restroom facilities shall be not utilized by the Contractor, his Sub-contractors, or employees thereof, unless specifically accepted by the Project Manager. Provide chemical toilets or water closets and urinals connected to the sewer in a location accepted by the Project Manager.
- B. Barricades shall be the responsibility of the Contractor and shall be erected as necessary to protect the property, the construction and the public from hazards due to construction.
- C. Signs, other than those identified in these Specifications, shall be prohibited. Notices, required by law, shall be posted and maintained.

1.11 Utilities

- A. All utility fees, including, but not limited to, connection fees, installation fees, meters, monthly service fees and cost of utilities used during the course of construction and establishment are considered a direct cost and are the responsibility of the Contractor until project acceptance by City Council.

1.12 Dust/Noise Control Requirements

- A. Dust and other air pollution nuisances on or adjacent to the site shall be abated, per Section 2 - 1.15 of the General Conditions. Dirt shall not be allowed to accumulate on streets or sidewalks nor be washed into sewer.
- B. Noise from construction operations shall be kept to a minimum. Allowable hours of operations shall be from 7 a.m. to 7 p.m. Monday through Friday. Work on weekends and holidays must be approved by the project manager. Work on weekends and holidays shall not begin before 8 a.m. and must be completed by 8 p.m.

1.13 Tree Replacement Schedule

- A. Trees damaged or removed without prior approval shall be replaced at an inch per inch basis on-site, except otherwise accepted. New stock shall follow the table provided:

Plant Size	Inch Value
3 Five Gallon Stock	One Inch
1 Fifteen Gallon Stock	One Inch
1 24" Box Stock	Two Inches
1 36" Box Stock	Three Inches

1.14 Inspection of Construction

- A. In addition to the routine inspections performed by the Parks Inspector, portions of work may be inspected by the other city departments. Notify the Parks Inspector and Project Manager a minimum of 48 hours prior to date of inspection.
- B. The Parks Inspector shall be the main line of communication between the site superintendent, the project manager and other City department inspectors. Changes in scope of work or standards shall be approved by the project manager.
- C. Refer to the park's inspection record. This shall be issued at the Pre-Construction meeting and shall be utilized by the Contractor throughout the course of construction. A completed "hard card" shall be submitted to the Project Manager along with required turn in items (See 1.19 this Section) upon final acceptance of the project. The Notice of Completion shall not be filed until all record documents have been received and accepted.

1.15 Adverse Impacts to Site Conditions Due to Construction

- A. Impacts that affect the site conditions to the detriment of the park or streetscape
Impacts that affect the site conditions to the detriment of the park or streetscape construction or long term viability of the site shall be mitigated by the contractor prior to acceptance of the project. Such impacts shall include, but are not limited to:

1. Soil compaction in non-structural areas;
2. Diesel or gas fuel leaks/spillage;
3. Buried concrete or other construction debris;
4. Hazardous material contamination;
5. Lime treatment in planting areas;
6. and more.

1.16 Pre-final (Punch List) Review

- A. Notify, in writing, the Parks Construction Inspector, that the work is substantially complete. Substantially complete is defined as “the state of work where it may be used in a suitable and intended manner with exception of minor corrections”. Partial acceptances will not be granted. Items to be reviewed as a part of substantial completion include:
 1. All construction items
 2. Installation of all site furnishings, including lights and signs
 3. Subgrade and finish grade of synthetic turf fields.
 4. Seeding or sodding of all turf areas
 5. All planting, including weeding of planted areas
 6. The irrigation system is fully functioning as designed and as confirmed by the landscape irrigation audit.
- B. Within five working days of receipt of notification, the Parks Construction Inspector will confirm substantial completion. The Parks Construction Inspector will schedule the punch list walk (pre-final review) within five working days after the project has been determined as substantially complete. A formal punch list will be developed at the punch list walk. The Parks Construction Inspector will provide a copy of the formal punch list to the Contractor within five working days of punch list walk. Performance of the punch list walk does not automatically trigger the start of establishment.
 1. If at any point during this review that it becomes apparent that the Contractor has not properly prepared for the site review, the inspection shall immediately be terminated and re-scheduled at such a time as the site has been readied for a review. Any costs for the re-scheduling of the review shall be the responsibility of the Contractor. Lack of site preparation could delay start of the establishment period.
- C. Concurrent to the pre-final review, the City will make a formal request for all required turn-in items to be submitted to the City. All turn-in items shall be submitted to the City (single point of contact), at one time and only by appointment. Do not drop off the turn-in items at the front counter and without an appointment.
- D. Once all turn-in items have been confirmed to be complete and accurate, the establishment period may be considered to begin. The City shall have sole

discretion in determining the appropriateness of the commencement of the establishment period and shall notify the developer/contractor in writing of the start and end dates. Portions of the project will not be accepted for establishment prior to the substantial completion of the entire project.

1.17 Establishment Period

- A. The duration of the establishment period shall be:
 - 1. For seeded turf in parks: Ninety (90) calendar days, minimum, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
 - 2. For sodded turf in parks: Forty-five (45) calendar days commencing between March 1st and October 31st and sixty (60) calendar days commencing between November 1st and February 28th, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
 - 3. For streetscapes: Thirty (30) calendar days, minimum, and until final acceptance of all related street improvements subject to approval of a Notice of Completion by the City Council.
- B. Active maintenance is required throughout the entire establishment period. Active maintenance is defined as:
 - 1. All areas within the project site shall be protected against damage including vandalism, erosion, trespass, rodents and other acts. Immediately repair all damaged areas.
 - 2. All walkways and paved areas shall be kept clean and all debris within planting and turf areas shall be immediately removed.
 - 3. Automatic irrigation controller shall be fully utilized and irrigation system monitored and adjusted as described in Section 32 84 00 4.03.
 - 4. All plant and turf maintenance as described in Section 32 90 00 3.11
- C. Prior to the start of the final thirty (30) days of establishment:
 - 1. All punch list items shall be completed.
 - 2. All certifications and testing shall be completed.
 - 3. All plantings and turf shall be thriving and in a healthy condition.
 - 4. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

1.18 Final Review

- A. One (1) week prior to the end of the establishment period, a final on-site review shall be conducted to review project readiness for final turn-over. All punch list items must be satisfactorily addressed prior to the final review.
- B. The project shall be prepared and cleaned per Section 2 - 1.12 of the General Conditions; the turf shall be mowed; and the irrigation heads shall be adjusted appropriately one day prior to the scheduled final review.
- C. Acceptance of the project shall be considered "field accepted" and a recommendation will be forwarded to the City Council for "final acceptance" per Section 7 - 1.01 of the General Conditions.
- D. An unaccepted project shall extend the establishment period until such time as the unaccepted portions of the project have been reviewed and field accepted by the Inspector and Project Manager.
- E. Turn over for City maintenance shall occur only after:
 - 1. The specified duration of the establishment period has been successfully completed.
 - 2. If required, the deed transferring property ownership, has been recorded at the County.
 - 3. A Notice of Completion (NOC) for city-built parks and for streetscapes has been approved by the City Council.
- F. Contractor shall provide a written guarantee covering all improvements associated with this project. See 1.19 – Warranties and Guarantees.

1.19 Record Documents

- A. Record documents or as-built plans shall be maintained on-site and updated routinely as specified in Section 2 - 1.13 of the General Conditions. Record documents shall include **all items under the contracted scope of work**.
- B. Record documents shall be submitted:
 - 1. one full size set of final as-built drawings (verified/initialed by the Parks Inspector during the establishment period)
 - 2. one set of 11 x 17 reductions of the complete as-built package; and
 - 3. two sets 11 x 17 laminated reductions of the irrigation plan illustrating with colors the individual controller stations; and
 - 4. one USB storage device containing PDF scanned images (in color) of the verified/initialed as-built drawings.
 - 5. For City of Roseville CIP projects, SWPPP binder.

1.20 Warranties and Guarantees

- A. Warranties are required under various Sections of these Specifications. Prior to final acceptance, the Contractor shall assemble all warranties into a single, bound or stapled package. All warranties shall be clearly labeled and the

number of years highlighted. Also, see Sections 7 - 1.10 and 7 - 1.11 of the General Conditions.

1. Warranties for equipment shall be submitted in the manufacturer's standard form and shall be countersigned by the subcontractor or supplier and the Contractor.
2. All other warranties shall be provided in the following format, written on subcontractor's or supplier's letterhead, signed by the subcontractor or supplier and countersigned by the Contractor:

WARRANTY FOR _____ YEARS

"We hereby warrant that the product which we have installed at project name has been done in accordance with the contract documents, and that the work, as installed will fulfill the warranty requirements included in the Specifications.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within the warranty period stated above commencing from the date of final acceptance of the above named project by the City of Roseville's City Council, without additional expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above conditions within thirty (30) days of notification by the City, we collectively or separately do hereby authorize the City to proceed with the repairs or replacement of such defects at our expense. Payment of said costs and charges will be forwarded to the City upon demand.

Signed: _____
Subcontractor or Supplier Date

Countersigned: _____
Contractor Date

- B. Guarantees shall be a minimum of one (1) year for all plant material, including trees and shrubs. The guarantee shall state that plant materials (trees & shrubs) to be free of all defects or disease and all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

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END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

1.01 Summary

- A. Section Includes: Specific requirements for submission and approval of products other than those specified or noted on the Drawings.
- B. Related Requirements:
 - 1. Section 01 33 00 – Submittal Procedures
 - 2. Other applicable Sections of the Specifications

1.02 Definitions

- A. Substitutions - General: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- B. Substitutions for Cause: Changes proposed by Contractor that are required due to changed project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- C. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.03 Intent of Specifications – Product Selection

- A. When a material, article, or process is indicated or specified by trade, patent, proprietary name, or name of manufacturer, the Specification shall be deemed to be followed by the words "or equal, as accepted in writing by the Owner's Representative" and a request for substitution shall be submitted as specified in this Section. Provide only the named product or products where products are specified followed by the words "no substitution." Substitutions are not allowed.
- B. The naming of more than one manufacturer in a Section does not imply that all products produced by the listed manufacturers are acceptable for use on the project. Where more than one proprietary name, process, and product is specified, the Contractor may provide materials or equipment of any one of the manufacturers specified if it is in full compliance with the Contract Documents and is acceptable to the Owner's Representative.
- C. Costs incurred due to requests, changes or revisions resulting from substitutions requiring Drawings or services of the Owner's Representative or

Project Consultants to facilitate purchase, installation or erection of any portion of the work shall be borne by the Contractor. A flat hourly rate, as agreed upon, shall be paid by the Contractor whether the change is accepted or not. This fee shall be deducted, and paid, from Contract moneys due to the Contractor as determined by the Owner's Representative.

1.04 Action Submittals

- A. Procedures: In accordance with Section 01 33 00 – Submittal Procedures.
- B. Substitution Requests:
 - 1. Include sufficient data, drawings, samples, literature and other detailed information which demonstrates to the Owner's Representative that the proposed substitute is equal in quality, operating efficiency, and durability of the material specified.
 - 2. Substitution Request Form: Facsimile of form provided in Project Manual
 - 3. Documentation:
 - a. Submit a detailed side-by-side comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - b. Sufficient data, drawings, samples, literature and other detailed information which demonstrates to the Owner's Representative that the proposed substitute is equal in quality, operating efficiency, and durability of the material specified.
 - c. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable or requested.
 - d. Samples for review, if applicable.
 - e. Certificates and qualification data.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research reports evidencing compliance with building code in effect for Project, from ICC-ES
 - i. Cost information, including a proposal of change, if any, in the Contract Sum.
 - j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

- k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

1.05 Submittal Timing:

- A. Following Award of Contract:
 - 1. Substitutions for Cause: Submit requests immediately on discovery of need for change, but not later than 15 working days prior to time required for preparation and review of related submittals.
 - 2. Substitutions for Convenience: Submit within 20 days after commencement of the Work Requests received after that time may be considered or rejected at discretion of City.

1.06 Consideration of Substitutions

- A. General:
 - 1. Materials and equipment for the work shall be the standard product of a manufacturer regularly engaged in the production of such materials and equipment. Product options or substitutions shall not be the basis for any price increase above the original Contract Sum.
 - 2. Substitutions which are equal in quality, efficiency, durability and utility to those specified will be permitted, subject to the following conditions.
 - 3. The Owner's representative shall review such proposed substitutions and determine if a substitution is acceptable. If the following conditions are not satisfied, Owner's Representative will return requests without action, except to record noncompliance with these requirements.
 - 4. Failure of the Contractor to submit proposed substitutions for review in the manner specified shall be sufficient cause for rejection by the Owner's Representative of any substitutions otherwise proposed.
 - 5. Failure to place orders for specified equipment or material sufficiently in advance of the scheduled date of installation shall not be considered a valid reason upon which the Contractor may base a request for any substitutions or for any deviations from the Contract Documents.
- B. Substitutions for Cause: Owner's Representative will consider Contractor's request for substitution for cause when the following conditions are satisfied. If the following conditions are not satisfied, Owner's Representative will return requests without action, except to record noncompliance with these requirements:
 - 1. Substitution request is fully documented and properly submitted.
 - 2. Requested substitution will not adversely affect the Project Construction Schedule.
 - 3. Requested substitution has received necessary approvals of authorities having jurisdiction, if applicable.
 - 4. Requested substitution provides specified warranty.
 - 5. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform

and consistent, is compatible with other products, and is acceptable to all contractors involved.

- C. Substitutions for Convenience: Owner's Representative will consider Contractor's request for substitution for convenience when, in addition to the conditions specified for a substitution for cause, under the following conditions.
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- D. Action by Owner's Representative:
 - 1. Substitutions shall be favorably reviewed and accepted by the Owner's representative in writing prior to implementation. Favorable review shall not relieve the Contractor from complying with the requirements of the Contract Documents, and the Contractor shall be responsible for all expenses for any changes resulting from acceptable substitutions which affect other parts of the work.
 - 2. If necessary, Owner's Representative will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution.
 - 3. Owner's Representative will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - 4. Forms of Acceptance: Change Order, Construction Change Directive, or Supplemental Instructions for minor changes in the Work.
- E. The first or only named manufacturer is the basis for the project design and the use of alternative-names, second-names, or unnamed manufacturer's products may require modifications in the project design and construction.
 - 1. Costs incurred due to requests, changes or revisions resulting from substitutions requiring drawings or services of the Owner's representative or project consultants to facilitate purchase, installation or erection of any portion of the work, shall be borne by the contractor. A flat hourly rate, as agreed upon, shall be paid by the contractor whether the change is accepted or not. This fee shall be deducted, and paid, from Contract moneys due to the contractor as determined by the Owner's representative.
- F. Contractor shall furnish full information concerning the material or articles being proposed for substitution.

1. Testing of a proposed substitute material to assure compliance with the Specifications may be required by the Owner's representative at the contractor's expense.
 2. Samples shall be submitted for review as specified in Section 01 33 00 – Submittal Procedures.
 3. Equipment, material, and articles installed or used by the contractor without required review, shall be at the contractor's risk.
- G. Substitutions shall comply with or exceed all requirements of size, function, structure, durability, and appearance without exception.
1. Use of accepted substitutions shall in no way relieve the contractor from responsibility for compliance with the Contract Documents after installation.
 2. The contractor shall assume all extra costs caused by the use of such substitutions where they affect other work or trades.

1.07 Substitution Request Form

- A. For proposed substitutions, the Contractor shall complete the following Substitution Request Form, attach substantiating back-up literature, provide a line item by line item comparison to show equal or better and submit to the Owner's representative within time limit specified.

(Remainder of this Page is Blank)

SUBSTITUTION REQUEST FORM

DATE: _____

TO: OWNER'S REPRESENTATIVE

PROJECT NAME: _____

SPECIFIED ITEM: Section Page_____ Item Number_____ Paragraph _____

DESCRIPTION:

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: (put N/A where not appropriate)

Manufacturer: _____

Color: _____

Model Number: _____

_____ Material:

Attached data includes product description, specifications, drawings, photographs,

performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified.

Attached data also includes description of changes to Contract Documents which the proposed substitution requires for proper installation.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings. If, in fact, it does affect dimensions, the contractor shall provide shop drawings, accurately showing changes to documents.
2. The undersigned shall pay for changes to the design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution shall not adversely affect other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts are locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by:

Signature: _____ Title: _____

License Category: _____ License Number: _____

Firm: _____ Phone No.: _____

Address: _____ Fax No.: _____

Telephone: _____

OWNER'S REPRESENTATIVES REVIEW:

☐ NO EXCEPTIONS TAKEN ☐ EXCEPTIONS TAKEN (SEE ATTACHED COMMENTS)

☐ FURNISH AS CORRECTED ☐ REVISE AND RESUBMIT

By: _____

Date: _____

Comments:

Attachments:

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 Summary

A. Section Includes:

1. Procedures to be followed in preparing and submitting the following supplementing and superseding those included in the General Conditions.
 - a. Photographic documentation.
 - b. Construction Schedule.
 - c. Submittal Schedule.
 - d. Project directory.
 - e. Product list.
 - f. Shop drawings.
 - g. Design-build engineering design and drawings.
 - h. Product data.
 - i. Samples.
 - j. Procedures for:
 - 1) Action Submittals.
 - 2) Informational submittals.
 - 3) Deferred submittals.
 - 4) Delegated design services.
 - k. Colors and patterns submittals.
 - l. Operating and maintenance manuals.
 - m. Field samples and mockups, including on-site review of materials, colors, and textures.
 - n. Requests for Information (RFI's).
2. Final distribution of submittals.

B. Related Requirements:

1. Design-Assist Construction Agreement: Section 2.14
2. Section 01 25 00 - Substitution Procedures.

1.02 Definitions

- A. Action Submittals:** Written and graphic information and physical samples that require Owner's Representative's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

- B. Informational Submittals: Written and graphic information and physical samples indicated in individual Specification Sections as informational submittals that do not require Owner's Representative's responsive action.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.03 General

- A. Comply with the requirements specified in addition to submittal review procedures and requirements of the General Conditions.
- B. Do not commence any portion of the Work requiring submission of a shop drawing, product datum, or sample until the submittal has been reviewed by Owner's Representative and appropriate consultant. Such portions of the Work shall be in accordance with reviewed submittals.
- C. Shop drawings, product data, and samples are in no case to be considered Contract Documents but are to be treated only as instruments of convenience and facility to further the progress of the Work.
- D. Shop drawings, product data, samples and supporting data shall be prepared by Contractor or its suppliers but shall be submitted to Owner's Representative by Contractor as the instruments of the Contractor.
 - 1. Contractor shall check the drawings of its suppliers as well as its own drawings before submitting them to Owner's Representative.
 - 2. Contractor shall ascertain that shop drawings, product data, and samples meet all requirements of the Contract Documents and also conform to the structural and space conditions. If shop drawings, product data, and samples show variations from Contract Documents, whether because of standard shop practice or other reasons, Contractor shall make special mention thereof in its letter of transmittal and describe the reasons why there are variations.
 - 3. Contractor shall be fully responsible for observing the need for and making changes in arrangement and manner of installation of piping, connections, wiring, and similar items that may be required by equipment it proposes to supply, both as pertains to its own work and work affected under other parts, headings, or Divisions of the Contract Documents.
 - 4. Prior to submittal to Owner's Representative, each shop drawing, product datum, and sample submitted for review shall be stamped, dated, and signed by Contractor, verifying that it has been checked by Contractor to be in accordance with the Contract Documents. Submittals not signed by Contractor will be returned without review by the Owner's Representative.

- E. Miscellaneous systems not specifically specified but installed to meet code requirements or for other reasons are subject to Owner's Representative's review prior to installation.

1.04 Coordination of Submittals

- A. Prior to submittal, use all means necessary to fully coordinate all material, including, but not necessarily limited to:
 - 1. Determine and verify all interface conditions, catalog numbers and other data.
 - 2. Coordinate with other trades as required.
 - 3. Clearly indicate all deviations from requirements of the Contract Documents.
 - 4. Verify that each item and the submittal conform in all respects with the requirements of the Contract Documents.
- B. The following products do not require further review except for interface within the Work, unless indicated otherwise:
 - 1. Products specified by reference to standard specifications such as ASTM and similar standards.
 - 2. Products specified by manufacturer's name and catalog model number.
 - 3. If submittals are as specified in the plans, please indicate such in the submittal log or summary with the submission of submittals.
- C. By affixing the Contractor's signature to each submittal, the Contractor certifies that this coordination has been performed.

1.05 Grouping of Submittals

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - 2. The Contractor may be held liable for delays so occasioned.

1.06 Identification of Submittals

- A. Consecutively number all submittals.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, reference the original submittal number.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

- C. On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Owner's Representative for review.
- E. Quality Control Set: Maintain returned final set of submittals at project site, in suitable condition and available for quality control comparisons by Owner's Representative.

1.07 Timing of Submittals

- A. See Summary of Work, Section 1.08. Make submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, necessary approvals, possible revisions, resubmittals, and for placing orders and securing delivery.
- B. In scheduling, allow for review by the Owner's Representative in a timely manner following receipt of the submittal by the Owner's Representative.
- C. Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

1.08 Substitutions

- A. Substitution requests shall be written, timely and submitted in accordance with the procedures specified in Section 01 25 00 - Substitution Procedures.

PART 2 - SUBMITTALS

2.01 Submittal Schedule

- A. Contractor shall prepare and submit to Owner's Representative a "Submittal Schedule" when required by the General Conditions showing scheduled dates of submittals and date required for return of submittals to Contractor.
- B. Contractor shall provide in schedule a minimum of 14 days for Owner's Representative to review and check submittals as may be necessary provided it is not a deferred approval item. Based on the number and complexity of submittals at any one time, Owner's Representative's review period may be longer than 14 days.
- C. Dates on "Submittal Schedule" shall be agreed upon by both Owner's Representative and Contractor.

2.02 Construction Photographs

- A. Provide digital photographs taken weekly of site and construction from beginning of demolition to completion of exterior work. Photographs shall be produced by the contractor in a manner deemed acceptable to Owner's Representative.
- B. Photographs shall:
 - 1. Provide factual presentation.
 - 2. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- C. Views:
 - 1. Consult with Owner's Representative for instructions on views required.
 - 2. View and location for each orientation shall be maintained throughout Project.
- D. Digital File:
 - 1. File Format: Joint Photographic Experts Group (JPEG), unless otherwise directed by Owner's Representative.
 - 2. Minimum Resolution: 2400 x 3000 pixels.
 - 3. Provide digital date/time information in each image file (EXIF metadata).
 - 4. Digital images shall be exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

2.03 Construction Schedule

- A. In accordance with the General Conditions, prepare a comprehensive schedule of basic operations of the entire Project in the form of a Critical Path (CPM) network or other appropriate method acceptable to Owner's Representative.
 - 1. Indicate critical dates for submission of specified shop drawings, product data, samples, and certificates. Provide in Schedule a minimum of 10 working days for Owner's Representative to review and check submittals as may be necessary. No extension of time will be granted because of Contractor's failure to make submittals to allow for review and processing by Owner's Representative in accordance with the accepted milestones. Specific submittals considered by the Contractor to be on the "critical path" shall be indicated on the Schedule.
 - 2. Include decision dates for products specified by allowance and for selection of colors/finishes.
- B. The schedule shall be the basis for establishing starting and completing dates of Work for the Project.
- C. Conform to accepted schedule, and arrange work in such a manner that it will be installed in accordance with the schedule.

- D. Establish a program to reevaluate and update the schedule periodically in accordance with requirements of the Project. Submit first schedule 2 weeks after Notice to Proceed.
- E. Coordinate letting of subcontracts, material purchases, delivery of materials, sequence of operations, and similar activities to conform to accepted schedule, and furnish proof of conformance as may be required by Owner.
- F. In case Owner determines, after consultation with Owner's Representative, that Contractor fails or refuses to take appropriate and necessary measures to complete the Work in accordance with the accepted schedule or within time to which such completion may be extended, the Contract, or any part thereof, may be terminated under the provisions of the General Conditions.
- G. Submit to the Owner's Representative for review, within 45 calendar days after date of the Contract or as allowed by the Schedule, all submittals for equipment, fabrications, and specialty items as listed in each Section of the Specifications.

2.04 Shop Drawings

- A. Shop drawings shall be drawn to a scale, be completely dimensioned, and be sufficiently large to show all pertinent aspects of the item and its method of connection to the Work, or as specifically indicated elsewhere in other Sections of these Specifications.
- B. Entitle shop drawings with name of the Project and list applicable divisions, sections, article, or reference on each sheet.
- C. Submit separate items on separate sheets.
- D. The reproduction of any Contract Documents for use in a shop drawing submittal is not permitted.
 - 1. If the Contractor requires, it may request drawings/backgrounds from the Owner's Representative to use in its preparation of shop drawings. The Owner's Representative will send drawings, via e-mail, only after the following is completed:
 - a. Contractor to complete a "CAD Release & Indemnity Agreement," or similarly named document, to be provided by Owner's Representative. Sign and return to the Owner's Representative.
 - b. Requests for drawings prepared by consultant of Owner's Representative shall be directed to the office of the respective consultant and are subject to each consultant's firm policies.
 - c. Shop drawings that require a building permit/approval shall be stamped by a California licensed structural engineer.
 - 2. Review comments of the Owner's Representative or its consultants will be shown on the copy returned to the Contractor. The Contractor shall make and distribute additional copies as are required for its purposes.

3. The Owner shall be provided with a copy of shop drawing transmittals only if requested.

2.05 Product Data

- A. Manufacturer's standard drawings shall be modified to delete information which is not applicable and shall be supplemented to provide additional information where so required.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data shall:
 1. Have each copy clearly marked to identify pertinent materials, products, models, finishes, etc.
 2. Show clearly standard options included.
 3. Show dimensions and clearances required.
 4. Show performance characteristics and capacities.
 5. Show wiring diagrams and controls, and show necessary rough-in requirements for utility services and connections, where applicable.
 6. Include manufacturer's installation instructions on 8.5-inch by 11-inch format.
- C. Identify each item of product data by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Articles or paragraphs of a Specification Section.
- D. Where product data, as submitted, contains extraneous information, unmarked options, or is incomplete, it will be returned to Contractor without review.

2.06 Samples

- A. Contractor shall forward to Owner's Representative, at its own expense, samples designated for use on the Project. Include material, equipment, textures, colors, and fabrics in sizes and quantities as required by the Drawings and Specifications or as requested by Owner's Representative. Where there is an expected range of color or texture variations for the specified item, submit sufficient number of samples to illustrate range.
- B. Submit and resubmit samples until accepted by Owner's Representative.
- C. No review of a sample shall be taken in itself to change or modify the Contract requirement.
- D. Finishes, materials, and workmanship in the completed Project shall match accepted samples.

- E. Samples of value will be returned to Contractor, when requested in writing at time of submittal, for its use in the Project after review, analysis, comparison, or testing as may be required by Owner's Representative.
- F. No samples shall be incorporated into the Work, unless otherwise specified or specific approval is given by Owner's Representative.

2.07 Colors

- A. Unless the color and pattern are shown or specified, whenever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to Owner's Representative for review and selection.
- B. Completely describe the relative costs and capabilities of each color and pattern, unless available colors and patterns have identical costs and wearing capabilities.

2.08 Field Samples and Mockups

- A. Comply with requirements specified in respective Specification Section.

2.09 Requests For Information (RFI's)

- A. RFIs shall be submitted by the Contractor or by subcontractors to the Contractor who shall then assign the request an RFI number and forward the request on to the Owner's Representative. RFIs from contractors under separate contract with Owner, and performing work concurrently with work under this Contract, shall submit RFIs through the Contractor for coordination.
- B. Subcontractors shall not submit RFIs directly to the Owner's Representative.
- C. Each RFI shall be given a discrete, consecutive number such as "001," "002," "003," etc. Revisions or resubmittal of the same RFI shall maintain the original RFI number but be otherwise identified with a suffix such as "001A" for first revisions, "001B" for second revision, etc.
- D. Contractor shall identify in the RFI the specific issue that the Contractor is requesting information on, where the issue is referred to in the Contract Documents, and what is the Contractor's proposed solution to the apparent conflict. RFIs not addressing these three issues will be rejected.
- E. The Owner's Representative's response to RFIs will confirm a stated interpretation or otherwise interpret the design intent and may include furnishing an alternative conflict resolution.

- F. The Owner's Representative will review and process RFIs in an average of 10 working days. It is acknowledged and understood that some RFIs will take longer to answer than others.
- G. RFI Log: Contractor shall prepare and maintain a log of RFIs, and at any time requested by the Owner's Representative, the Contractor shall furnish copies of the log showing all outstanding RFIs. The RFI log shall be routinely reviewed at the onsite meetings.

PART 3 - EXECUTION

3.01 Procedures For Action Submittals

- A. General: Submit as specified in the General Conditions and Specification Sections.
 - 1. Submittals shall be made to Owner's Representative. Submittal of shop drawings via e-mail attachment will be generally accepted, though when requested by Owner's Representative, Contractor shall provide full size and half size shop drawings.
 - 2. Subcontractors shall make submittals to Contractor.
 - 3. Submittals shall not be made directly to the Owner, unless specifically requested, or consultants of the Owner's Representative. Even if a submittal is reviewed and returned by a consultant of the Owner's Representative, such submittal shall be considered as not reviewed if not submitted through the Owner's Representative.
 - 4. If more than one resubmittal of the same item or its component is required, the Contractor will be billed for additional review time and materials at current billing rates of the Owner's Representative.
- B. Unless otherwise agreed or requested, Owner shall be provided with a copy of transmittals only.
- C. Copies required in each Action Submittal shall be as follows unless otherwise mutually agreed or specified in a respective Specification Section:
 - 1. Shop Drawings and Product Data: Digital PDF (Portable Document Format) files via email, ftp site, or other secure file transfer protocol.
 - a. Digital submittals shall be fully compatible with Adobe Acrobat Reader.
 - b. All parties shall view and print with Adobe Acrobat (fully up-to-date) to ensure compatibility, unless agreed upon otherwise.
 - c. Owner's Representative reserves the right to request hard copies of submittals as follows:
 - 1) Shop Drawings: Three sets of bond prints.
 - 2) Product Data: Three sets.
 - 2. Samples:
 - a. Unless otherwise specified, submit samples in the quantity which is required to be returned, plus 2 which will be retained by the Owner's Representative.

- b. By prearrangement in specific cases, a single sample may be submitted for review and, when reviewed, be installed in the Work at a location agreed upon by the Owner's Representative.
- D. Identification:
 - 1. Properly identify each submittal with name of Project, Contractor, subcontractor, and date.
 - 2. Accompany each submittal by an acceptable transmittal form referring to Project name and Specifications Section number, and paragraph number, when applicable, for identification of each item.
 - 3. Consecutively number shop drawings for each Section of work; retain numbering system throughout all revisions.
 - 4. Allow clear space on each drawing, product datum, and sample for stamp of Contractor and Owner's Representative. Where clear space is not available on samples, submit with tags or stickers attached.
- E. Stamp each shop drawing, product datum, and sample to certify that it has been coordinated and checked for completeness and compliance with requirements of the Work, Project, and Contract Documents.
- F. Review by Owner's Representative:
 - 1. General:
 - a. Except for finish, color, and other aesthetic matters left to Owner's Representative's decision by Contract Documents, Owner's Representative's review of shop drawings, product data, and samples is only for Contractor's convenience in following work and does not relieve Contractor from responsibility for deviations from requirements of Contract Documents.
 - b. Do not construe review by Owner's Representative as a complete check or relief from responsibility for errors or omissions of any sort in shop drawings or schedules or from necessity of furnishing work required by Contract Documents that may not have been shown on shop drawings.
 - c. Review of a separate item by Owner's Representative does not indicate review of complete assembly in which it functions.
 - d. Review comments of the Owner's Representative (or its consultants) will be shown when it is returned to the Contractor. The Contractor shall make and distribute such copies as are required for its purposes.
 - 2. Submittals not stamped by Contractor and submittals which, in opinion of the Owner's Representative, are incomplete, contain numerous errors, or have not been checked or have only been checked superficially will be returned to Contractor for resubmittal.
 - 3. Processing:
 - a. Owner's Representative will review shop drawings, product data, and samples in accordance with agreed upon "Submittal Schedule" and will return them to Contractor imprinted with stamp of the Owner's Representative.

- b. Notations by Owner's Representative which increase Contract cost or time of completion shall be brought to attention of the Owner's Representative before proceeding with work. Failure to do so will result in the increased costs being borne by the Contractor.
- c. Each submittal will be stamped indicating appropriate action required of the Contractor.
- d. If for any reason the Contractor cannot comply with the notations, Contractor shall re-submit submittal. In the transmittal letter accompanying the re-submittal, clearly describe the reason(s) for not being able to comply with the notations.

G. Consultants' Review:

- 1. Submittals requiring review by Owner's Representative or its consultants shall be sent to the Owner's Representative. Owner's Representative will forward submittal to applicable consultant for their review.
- 2. Processing shall be in accordance with consultants stamp.
- 3. If action required by consultants stamp is not clear, Contractor shall immediately notify the Owner's Representative for a clarification.
- 4. If returned submittal also includes stamp by the Owner's Representative, processing shall be in accordance with the Owner's Representative's stamp.

H. Revisions:

- 1. Make revisions pertinent to by comments noted on the submittal.
- 2. If the Contractor considers any required revision to be a change, they shall so notify the Owner's Representative as provided for in the General Conditions.
- 3. Show each revision by number, date, and subject in a revision block on the submittal.
- 4. If for any reason Contractor cannot comply with the notations, Contractor shall resubmit submittal.

- I. Revisions after Review: When a submittal has been reviewed by the Owner's Representative, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary, or unless directed by the Owner.

3.02 Procedures For Informational Submittals

A. General:

- 1. Prepare and submit "Informational Submittals" where required by the Specifications.
- 2. Number of Copies: Submit PDF as specified for Action Submittals
- 3. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

4. Test and Inspection Reports: Comply with requirements specified in Section 01 45 00 – Quality Control.
- B. The following items shall be considered “Informational Submittals” whether or not identified as such in the respective Specification Sections.
1. Qualification Data.
 2. Certificates for or from the following:
 - a. Installers.
 - b. Manufacturers.
 - c. Products and materials.
 3. The following Reports:
 - a. Material and Product Test Reports.
 - b. ICC-ES Reports:
 - c. Preconstruction Test Reports.
 - d. Compatibility Test Reports.
 - e. Field Test Reports.
 4. Maintenance Data.
 5. Design Data.
 6. Manufacturer's Instructions.
 7. Manufacturer's Field Reports.
 8. Insurance Certificates and Bond.
 9. Construction photographs as specified .
 10. Material Safety Data Sheets (MSDSs).

3.03 Procedures For Closeout And Maintenance Material Submittals

- A. Number of Copies: Two, unless otherwise directed by Owner's Representative.
- B. Comply with additional Closeout Procedures specified for the Project.

3.04 Final Distribution After Review

- A. In addition to copies of submittals required by Contractor, subcontractors, suppliers, and fabricators, Contractor shall make distribution to:
 1. Contractor's jobsite file.
 2. Project Record Documents file; see additional requirements specified in Section 01 78 39 - Project Record Documents.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 Summary

- A. Section Includes:
 - 1. Testing and inspection requirements.
 - 2. Testing Agency qualifications.
 - 3. Manufacturer's field services.
- B. Related Requirements:
 - 1. Inspections and Testing Required by Laws, Ordinances, Rules, Regulations, Orders, or Approvals of Public Authorities: Conditions of the Contract.

1.02 Testing Laboratory Services

- A. General:
 - 1. Requirements for testing are included in governing codes and described in various Sections of the Specifications.
 - 2. The Owner will employ and pay for the services of an Independent Testing Agency to perform testing and inspection requirements required by code and other tests and inspections when specified to be performed and paid for by the Owner. Employment by the Owner of the Testing Agency shall in no way relieve Contractor's obligations to perform the Work of the Contract.
 - 3. Tests required by the Specifications and not specified or required by Code to be performed and paid for by the Owner shall be performed by a testing laboratory employed and paid for by the Contractor and meeting the qualification requirements specified in this Section.
 - 4. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require such testing be performed under current pertinent standards for testing. Payment for such testing will be by the Owner.
 - 5. Inspections, tests, and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with the Contract Documents.
- B. Qualification of Testing Agency:
 - 1. Meet "Recommended Requirements for Independent Laboratory Qualification," published by American Council of Independent Laboratories.

2. Meet basic requirements of ASTM E329, "Use in the Evaluation of Testing and Inspection Agencies as Used in Construction."
 3. Authorized to operate in the State of California
- C. Limitations of Authority of Testing Agency: Testing Agencies are not authorized to:
1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Approve or accept any portion of the Work.
 3. Perform any duties of the Contractor.
- D. Testing Agency Duties:
1. Cooperate, together with Contractor, in notifications, information, scheduling, storage, and access as necessary to meet requirements for service without causing delays on Project.
 2. Perform specified inspections, sampling, and testing of materials and methods of construction.
 3. Comply with specified standards.
 4. Ascertain compliance of materials with requirements of Contract Documents.
 5. Notify Owner's Representative and Contractor when test or inspection reveals undesirable conditions, nonconformance, or failure to meet requirements.
 6. Promptly submit written report of each test and inspection, with copies to Owner's Representative, Contractor, and governing agencies as required.
 - a. Include all samples taken and tests made, regardless of results.
 - b. Include reports to show specified requirements, and state whether or not test results comply with requirements.
 7. Perform additional tests as required by the Owner's Representative.

1.03 Contractor's Responsibilities

- A. It is the Contractor's responsibility to coordinate the services of all testing and inspection required by the separate Specification Sections whether or not to be performed by the Owner's or Contractor's Testing Agency.
- B. Contractor shall furnish promptly, without additional charge, all reasonable facilities; labor and materials necessary for safe, thorough, and convenient inspection; and tests that may be required by the Contract Documents.
- C. Prepare and submit to Owner's Representative a schedule of tests required of the Testing Agencies at least 15 working days in advance of first test. In addition, Contractor shall give minimum 48 hours' notice to the Testing Agency prior to required tests and inspections.
- D. Furnish, prepare, and deliver test samples and specimens as required by the Testing Agency except where such preparation and handling is to be performed by Testing Agency. Contractor shall be solely responsible for delays due to

such samples' not being submitted and resubmitted, if necessary, in the time required for tests or inspections before material is incorporated into the Work.

- E. Cooperate with Testing Agency personnel in providing access to materials being tested or inspected.
- F. Make necessary repairs to in-place work caused by removal of required test samples.
- G. Materials furnished and installed on the Project shall be equal to approved test samples in every respect.
- H. Samples which are of value after testing will remain the property of the Contractor, but no such samples shall be incorporated in the Work without written approval of the Owner's Representative.
- I. Costs associated with testing, inspections and observations due to the following shall be the responsibility of the Contractor:
 - 1. Re-testing due to failure of initial samples.
 - 2. Unacceptable changes in sources, lots, or suppliers of materials after original testing established compliance.
 - 3. Changes in methods or materials of construction by contractor that require testing, inspection or other related services in excess of that require by original design.
 - 4. Failure to properly notify the Owner's Representative at critical stages of construction.
 - 5. Requesting testing, inspection, and/or observation of work not ready.

1.04 Quality Assurance

- A. Materials furnished and work performed under the Contract shall be subject to review by the Owner's Representative. The Contractor shall be held strictly to the requirements of the Contract Documents with regard to quality of materials, workmanship, and diligent execution of the Contract. Review by the Owner's Representative may include mill, plant, shop, or field review as deemed necessary.
- B. Work performed in the absence of any prescribed inspection or observation may be subject to removal and replacement. In such a case, the entire cost of removal and replacement shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not.

1.05 Conflicting Requirements

- A. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and

requirements that are different, but apparently equal, to Owner's Representative for a decision before proceeding.

- B. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner's Representative for a decision before proceeding.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.01 Examination Of Conditions

- A. Prior to installing any portion of the work, the Contractor shall examine the site and verify that site conditions are acceptable to begin work of each section.
- B. Verify that work specified elsewhere has been completed to an appropriate stage to begin work of each section.
- C. Materials or products requiring installation under the supervision or inspection of a specific materials manufacturer or manufacturer's representative shall be examined and/or tested, and accepted in writing, by such representative(s) prior to installation of work.
- D. Notify the Owner's Representative immediately in writing of any irregularities or unacceptable conditions and re-direct work to avoid delay.
- E. Start of work by Contractor shall indicate Contractor's acceptance of site conditions.

3.02 Tolerances

- A. Tolerances not specifically identified shall meet the written standards and/or recognized commercial tolerances established for the specific materials or product. Refer to Section 01 42 00 - References.

3.03 Required Tests and Inspections

- A. "Special Inspections" as required by the CBC
- B. Additional Tests and Inspections: See the various technical Sections of the Specifications.

3.04 Failure To Pass Tests

- A. Failure of any material or article to pass specified tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material or article.
- B. Where an individual material is to be part of an assembly with other materials for incorporation in the Work, failure of the material to pass specified tests or to conform to indicated standards will be sufficient cause for its rejection and removal and replacement, regardless of whether tests or inspections have been made or not in an assembled or in an unassembled condition.
- C. When tests indicate non-compliance, the Contractor shall pay all direct and indirect costs of subsequent re-testing until compliance is established.

3.05 Manufacturer's Field Services

- A. When specified in respective Specification Sections, Contractor shall require supplier or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting and balancing of equipment as applicable, and to make appropriate recommendations. Contractor is responsible for proper notification of manufacturer's representative before installation of applicable work and for obtaining necessary inspection certificate stating that installation was observed and approved.
- B. Product Performance Verification: The supplier of products specified based on performance criteria shall, at the request of the Agency, inspect the installed product and certify conformance of the product to specified criteria under the installed conditions.
- C. Manufacturer's representative shall submit written report to the Owner's Representative listing observations and recommendations.

END OF SECTION

SECTION 01 57 23

STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 General

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 References

- A. State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
- B. CASQA California Stormwater BMP Handbook – Construction, November 2009

1.03 Definitions

- A. NOI: Notice of Intent
- B. NOT: Notice of Termination
- C. QSP: Qualified SWPPP Practitioner
- D. QSD: Qualified SWPPP Developer
- E. SWPPP: Storm Water Pollution Prevention Plan
- F. SWRCB: State Water Resources Control Board
- G. NPDES: National Pollutant Discharge Elimination System General
- H. WDID: Waste Discharger Identification number
- I. BMP: Best Management Practices

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

3.01 SWPPP

- A. Comply with State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No.

CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

- B. A SWPPP has been developed for this project. The SWPPP is a dynamic document and will change as conditions (weather or construction phases) warrant.
- C. Implementation of the SWPPP is the responsibility of the Contractor and a part of this project. Costs associated with implementation and maintenance of the BMPs per the SWPPP shall be included in the lump sum base bid.
- D. Major changes to the SWPPP shall be reviewed by the City's QSD prior to implementation. Cost associated with the major changes will be paid for using the unit cost listed in the Additions or Deletions Sheet of the Proposal
- E. The City's QSP will perform weekly inspections of the jobsite. Implementation of and minor changes to the SWPPP as directed by the City's QSP shall be incidental to the Work. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
- F. All BMPs installed will be inspected by the City's QSD/QSP for compliance with the SWPPP and BMP Fact Sheets. BMPs that are not in compliance shall be brought into compliance by the Contractor at no cost to the City.
- G. Keep one copy of the SWPPP and amendments at the project site.
- H. The SWPPP shall be readily available throughout the course of construction and until the NOT has been accepted by SWRCB. The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or City' storm water staff.
- I. At the end of the establishment period, the Contractor shall submit the project site copy of the SWPPP including copies of all inspections, Rain Event Action Plans (REAPs), reports, and sampling and analysis results to the City's Project Manager.

3.02 Schedule

- A. Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices. The typical sequence of work shall be adjusted by the Contractor based on weather conditions and forecasted rain events. The schedule is considered an appropriate and applicable BMP.

3.03 Penalties and fines

- A. Contractor is responsible for all penalties and fines assessed to or levied on the project related to the implementation of the SWPPP.
- B. In an effort to maintain compliance with the General Permit, the Contractor may be asked to make changes to the BMPs. If the Contractor is unable to perform these services in a timely manner the City reserves the right to address any areas of concern and deduct the cost from the contract.

3.04 BMP's

- A. Construction BMP's shall be installed per the Erosion / Sediment Control Plan and project SWPPP, and in accordance with the CASQA California Stormwater BMP Handbook. Use of alternative BMP's will be reviewed and accepted at the discretion of the City's QSD.

3.05 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

3.06 Winter Construction Suspension

- A. Contractor shall include a winter construction suspension as part of the construction schedule. The counting of working days will be suspended during the winter suspension period. It is at the City's sole and complete discretion to determine the start and end dates of the winter construction suspension. The City will notify the Contractor 10 working days before the start of the winter construction suspension. The City will notify the Contractor 10 working days before the end of the winter construction suspension. The Contractor shall begin work within 15 calendar days after receiving the notice of the end of the winter construction suspension.
- B. Contractor shall include an allowance for the winter construction suspension. Costs associated with preparing the site for the winter construction suspension and costs associated with corrective actions required during the winter construction suspension will be paid for using the allowance on a Time & Materials Basis according to the allowable mark-ups in the project's General Conditions, or per an approved lump sum or unit price quote. Costs to implement and maintain the BMPs per the Erosion and Sediment Control Plan are excluded from the winter suspension allowance and shall be included in the lump sum base bid.

- C. Prior to the winter construction suspension, stabilize all exposed soils at the direction of the City's QSD/QSP. In addition, all adjacent drainage inlets shall be protected and perimeter control shall be installed and in good repair.
- D. Traffic on the construction site shall be kept to minimum. All traffic entering or exiting the site must use the stabilized construction entrance.
- E. Where there are areas of concentrated runoff flows, Contractor shall protect the soil from erosion.
- F. Per the Construction General Permit Requirements, inspections by the City's QSD/QSP will continue into and through the winter suspension period. Inspections will occur before, during, and after each qualifying storm event (0.5" or more precipitation) and at least once per week. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
- G. Should rain be forecast at 50% or better by NOAA, the City's QSD/QSP will prepare a Rain Event Action Plan (REAP) and email such document to the Contractor. Contractor shall complete all corrective actions within the REAP prior to the start of precipitation.
- H. The City's QSD/QSP will be sampling all discharge to ensure compliance with runoff standards for pH and turbidity. If the water sampling indicates compliance issues, Contractor shall make repairs or adjustments to BMPs immediately, and respond to any such requests within 24 hours.

END OF SECTION

SECTION 01 78 29

CONFORMANCE SURVEY

PART 1 - GENERAL

1.01 Summary

- A. Section Includes: Conformance surveying required for proper completion of the work including, but not necessarily limited to, the following:
 - 1. Synthetic turf construction, including subgrade and base preparation.
 - 2. Other applicable Project components.
- B. Related Requirements:
 - 1. Section 01 10 00 – Summary of Work
 - 2. Section 31 20 00 – Earthwork
 - 3. Section 32 11 00 - Base Courses
 - 4. Section 32 12 16 - Asphalt Concrete Paving
 - 5. Section 32 18 13 - Synthetic Turf Playing Field

1.02 Administrative Requirements

- A. Submittal Procedures: Action and Informational Submittals shall be submitted in accordance with Section 01 33 00 - Submittal Procedures.

1.03 Action Submittals

- A. Conformance Survey: In addition to required prints, submit 1 electronic copy in AutoCAD or scaled PDF image of all conformance surveys for the Project. Review response by the Owner Representative shall identify any areas out of tolerance.

1.04 Informational Submittals

- A. Name and address of Contractor's licensed surveyor to the Owner's Representative.

1.05 Quality Control and Rework

- A. Contractor shall retain a California Licensed Land Surveyor to obtain survey data and supervise preparation of the Conformance Surveys as specified.
- B. Portions of a survey that does not conform to the grading tolerance requirements identified in this Section will be corrected by the Contractor at its

expense. Areas out of conformance shall be resurveyed at the Contractor's expense by its Surveyor. Revised points shall be added to the original digital file for resubmittal, review, and acceptance by the Owner Representative.

- C. Delays and costs incurred due to grades out of conformance are the sole responsibility of the Contractor. At any time during construction and following acceptance of a portion of the survey by the Owner, the Owner reserves the right to recheck the surface grades at its expense to verify it is still in conformance.
- D. It is the Contractor's responsibility to protect the grading and compaction tolerances of surveyed surfaces after Conformance Surveying operations are complete and accepted, and prior to installation of subsequent materials.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Laying Out the Work

- A. Prior to beginning work, Contractor shall secure the electronic grading plan from the Owner for use by the Surveyor.
- B. The Contractor's Surveyor shall provide all conformance survey drawings. The drawings shall provide both the design elevations and the as-constructed spot elevations. These elevations shall be for comparison to those on the Contract Documents for the same location. Contractor shall also show the difference in these two numbers. Unique reference numbers shall be assigned to each point for reference purposes. For spacing requirements, refer to specific type of improvement identified in this Section.
- C. Accuracy of the Contractor's surveys provided under this Section shall be to 0.01 feet.
- D. The Contractor's Licensed Surveyor shall provide all conformance survey drawings and all 25 foot grid or other grid conformance grades based on the designed grades shown on the Drawings.

3.02 Synthetic Turf Subgrade and Base Conformance Surveying

- A. General: The stone grades shall not vary from the specified grades more than 1/4 inch (0.02) feet at any location when measured in any direction. In addition, no two adjacent points within the grid shall cumulatively deviate more than 1/2-inch (0.04 feet) from point to point of the design grades.
- B. Subgrade:

1. Contractor shall verify that subgrade has been prepared according to the Specifications with regard to compaction and grade tolerances and is free of debris, non-compactable material, topsoil, or organics prior to beginning work.
 2. Prior to acceptance of the subgrade, a Conformance Survey shall be prepared by the Contractor and a digital file submitted to the Owner Representative as specified. The survey shall be based on a 20 foot grid showing the field crown, the center of the subgrade elevation of the subdrain trench edges, perimeter of the field at edge finish grade and curb finish surface. The plan shall show the comparison of the design grades versus the as-constructed grades.
 3. Top of subgrade elevations shall be verified using laser-operation survey instruments. Grades at each point shall be within plus or minus 1/2-inch (0.04 feet) from the elevations shown on the Drawings. In addition, no two adjacent points within the grid shall cumulatively deviate more than 3/4-inch (0.06 feet) from the respective points' design grades.
- C. Completed Stone Base:
1. Prior to acceptance of the stone base, a Conformance Survey will be prepared by the Contractor's Surveyor and submitted by the Contractor to the Owner's Representative as specified.
 2. The survey shall be based on a 25 foot grid showing the field crown, perimeter of the field and adjacent curb edge.
 3. The survey plan shall show the comparison of the design grades versus the as-constructed grades.
 4. A portion of the survey that does not conform to the requirements identified above shall be corrected by the Contractor.
 - a. Areas out of conformance shall be resurveyed following the identical procedure stated above by the Surveyor, and these revised points shall be added to the original digital file for review and acceptance by the Owner's Representative.
 - b. Delays and costs incurred due to grades out of conformance are the sole responsibility of the Contractor.
 5. It is the Contractor's responsibility to protect the grading and compaction tolerances of the base after conformance survey is complete and prior to installation of the synthetic turf.
- D. Finish surface planarity shall be verified, and if necessary adjusted, by the Contractor using the string line method.
1. A mason's line held taught between two workers separated by a distance of approximately 40 feet shall be placed directly on the finished surface parallel to the direction of greatest slope.
 2. A third worker shall check for separations between the mason's line and the finished surface that are equal to or greater than the specified tolerances.
 3. Entire finished surface shall be "walked" with mason's line in increments of approximately 3 feet.

4. Areas of separation shall be outlined with marking paint and the depth of separation indicated.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

1.01 Summary

- A. Section Includes: Requirements for preparing, maintaining, and submitting the Project Record documents.
- B. Related Requirements:
 - 1. Section 32 80 00 - Irrigation
 - 2. Section 33 00 00 - Utilities

1.02 Document Maintenance

- A. Maintain one record copy of each of the following at the site for the Owner:
 - 1. Contract Drawings, Specifications, Addenda, Change Orders, RFIs and other modifications marked currently to record changes made during construction.
 - 2. Reviewed submittals.
 - 3. RFI log.
 - 4. Addenda log.
 - 5. Submittal log.
 - 6. Inspection reports and log.
- B. Documents shall be kept at the site and maintained in a clean, dry, legible condition.
- C. The Contractor shall advise the Owner's Representative of changes and deviations made during construction.
- D. Make documents available at all times for review by Owner's Representative.
- E. Comply with related requirements of the individual Specification Sections.

1.03 Recording

- A. Label each document "PROJECT RECORD."
- B. Do not permanently conceal any work until required information has been recorded.
- C. Drawings:
 - 1. Make day-to-day changes and notations on a specially designated complete "Job Set" of prints or digital files as the work proceeds.

2. Markings and notations shall be neatly and accurately made, using nonfading, clear, permanent markings. Use contrasting colors for different disciplines of work and where required for clarity.
3. Clearly identify deviations by drawing a "cloud" around affected area and make sufficient notations to describe the change.
4. Convert schematic layouts to portray precise physical layout (including depths) of exposed and concealed work.
5. Drawings shall be marked to indicate:
 - a. Measured depths of various elements of foundation in relation to survey or other approved datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 - c. Measured locations of utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - d. Variations in layout of site improvements.
 - e. Field changes of dimensions and detail.
 - f. Changes made by Change Order or Construction Change Directive.
 - g. Significant details not shown on the original Contract Drawings.
6. Contractor shall solely bear any cost of uncovering, recording and re-covering work not recorded on Job Set.
7. Upon completion of the Work and unless otherwise mutually agreed between Owner and Contractor, all changes and notations shall be neatly and accurately transferred by the Contractor to a complete set of Drawings, as originally issued for construction, obtained from the Owner.
 - a. Where the Contract Drawings are not of sufficient size and detail, the Contractor shall furnish its own drawings for incorporation of details and dimensions.
 - b. Each sheet of record drawing shall be signed and certified by the Contractor as to their correctness and turned over to the Owner's Representative.
8. Record Drawings are specifically required for the following work:
 - a. Electrical including exterior lighting and all other related work.
 - b. Water distribution.
 - c. Storm, sanitary, and site drainage.
 - d. Irrigation.

D. Specifications:

1. On a complete and designated copy or digital file of the Project Manual, legibly mark each Specification Section to record:
 - a. Manufacturer, trade name, catalog number, color designation (if applicable), and supplier of each product and item of equipment actually installed.
 - b. Changes made by Addendum, Change Order, or Construction Change Directive.
 - c. Other matters not originally specified.

- d. Where selection of manufacturers is offered, indicate which manufacturer's product was installed.
- E. Product Data: Maintain one copy or digital file of each product data submittal. Note related Change Orders and markup of Contract Drawings and Specifications.
 - 1. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
 - 2. Give particular attention to concealed products and portions of the Work that cannot be readily reviewed by direct observation.
- F. Samples: Immediately prior to Substantial Completion, meet with Owner's Representative and Owner's personnel at the Project site to determine which samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's storage area.
- G. Miscellaneous Record Submittals: As specified in other Specification Sections.
 - 1. Immediately prior to Substantial Completion, complete these miscellaneous records and place in good order.
 - 2. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Digital files are acceptable.
 - 3. Submit for the Owner's records as directed.

1.04 Interim Review

- A. Project Record Documents are subject to review on routine basis at an interval that is mutually agreed upon and/or at time of review of payment request.
- B. If Record Documents are not properly maintained, Owner may withhold all or a portion of payment to Contractor.

1.05 Submittals

- A. At completion of work under the Contract, deliver Record Documents as directed.
- B. Partial submittals are not acceptable, unless specifically acceptable to Owner.
- C. Submit documents specified and required prior to claim for final Application and Certificate for Payment.
- D. Accompany submittal with transmittal letter, in duplicate, containing:
 - 1. Date.
 - 2. Title of Work.
 - 3. Contractor's name and address.

4. Title of each Record Document.
5. Certification that each document, as submitted, is complete and accurate.
6. Signature for Contractor or its authorized representative.

END OF SECTION

SECTION 03 30 00 SITE CONCRETE

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of all concrete work, flatwork and poured-in-place as shown in the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications, latest edition.
- B. California Building Code (CBC) and California Administrative Code (Title 24), latest editions.

1.04 Quality Assurance

- A. For all flatwork, the Contractor shall pour a six-foot by six-foot (6' x 6') sample of each type of finish specified for review and acceptance by the Project Manager prior to pouring any concrete. The accepted samples shall remain on-site and intact until all concrete work has been completed. The quality of the concrete work shall be measured by the accepted samples.
- B. During the course of construction, a qualified testing laboratory shall obtain samples as determined by the Inspector and conforming to federal and state codes and standards. Such costs shall be paid for by the City. Re-tests and removal of below acceptable strength concrete shall be borne by the Contractor. The Contractor shall cooperate with the testing during the course of obtaining such samples.
- C. Variances in surface grades of more than 1/8", as measured by a straight edge ten feet (10") long, shall be corrected to the satisfaction of the Inspector.

Remove all areas where standing water occurs, including any surface irregularities.

1.05 Handling and Storage

- A. Comply with ATSM C-94, "Specifications for Ready Mix Concrete" for the batch, mix and transport of concrete.
- B. Mix and deliver only the amount that will be poured immediately.

1.06 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the site concrete. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Concrete

- A. Concrete for play area curbs, sidewalks, and accessible ramps shall conform to the provisions of Section 90-2 "Minor Concrete" of the Caltrans Standard Specifications. Cementitious material shall be "Type II Modified" and shall contain no less than 505 pounds of cementitious material per cubic yard. Aggregate shall be not greater than one-inch or smaller than 3/8-inch. Submit concrete analysis for review and acceptance prior to placement of concrete.

2.02 Fiberglass Reinforcement

- A. For concrete interior to the project and outside of the right-of-way: Fibers for concrete shall be Fibermesh 150, as manufactured by Propex Operating Company; MasterFiber 100 (.5" length); or accepted equal. Fibers shall contain 100 percent virgin polypropylene multifilament fibers, e3 patented technology, containing no reprocessed olefin materials. The fibers shall conform to ASTM C1116 Type III and manufactured specifically for the secondary reinforcement of concrete.
- B. For concrete within the right-of-way, comply with For concrete within the right-of-way, comply with the City of Roseville Development Standards for public sidewalks at <https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=875412>
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2.03 Expansion Joint Material

- A. Fiber expansion joint shall conform to ASTM-1751 and shall be a non-extruding resilient filler. Filler shall have preserve attributes and high quality bituminous materials.
- B. Apply Sikaflex elastomeric sealant, or accepted equal, over all expansion joints.

2.04 Concrete Forms

- A. All forms shall be new at the start of the project and shall be construction grade Douglas Fir. Minimum size lumber shall be 2 x 6.
- B. Radius bends shall be formed by spring steel forms or laminated boards, as required.
- C. Plywood shall be 5/8", Class I, exterior grade as outlined in APA "Guide to Plywood Grades". Omit mill oiling treatment.

PART 3 - EXECUTION

3.01 Poured-In-Place Concrete Forms

- A. Concrete for hardscape or flatwork shall be placed on subgrade compacted to 95% relative compaction. Prior to placement of concrete, a soils compaction test must be performed by an accepted soils testing professional on a representative number of locations along the flatwork area. The City or project owner shall provide the initial test. The results of these tests must be available and meet acceptable levels prior to pouring. Re-tests and re-work of any area, as directed by the soils professional, shall be the responsibility of the Contractor.
- B. Construct forms to conform to the shapes, dimensions and details shown on the Plans. All forms shall be true to lines, plumb, level and square.
- C. Forms shall not leak, spread, shift or settle when concrete is placed.
- D. All forms shall carry dead and live loads and shall not deflect more than 1/8" between supports after placement of concrete.
- E. All forms shall be thoroughly soaked a minimum of twelve (12) hours prior to pouring of concrete. Forms shall be treated per manufacturer's recommendations.
- F. Reuse of forms may be allowed at the discretion of the Inspector. Reused forms shall be cleaned and free of defects that would affect the final concrete finish.
- G. Concrete footings shall be formed only when excavations slump or cave in. Over-excavate the trench or footing diameter to accommodate the forms' installation and removal. Apply water to moisten soil. Do not allow water to create mud or ponding.

3.02 Fiberglass Reinforcement

- A. Install per manufacturer's instructions. Apply at the batch plant prior to delivery. Thoroughly mix fiber material to avoid "clumping".

3.03 Expansion Joints

- A. Expansion joints shall be placed where vertical elements meet horizontal paving unless otherwise noted on the Plans. This shall include vertical expansion joints on play area curb walls, buildings, shade structures, walls and/or planters. The corners of the paving shall be tooled at the expansion joints. Trim exposed fibers which protrude above or beyond the finish surface of paving or the finish surface of the wall.

3.04 Control Joints for Concrete Sidewalks

- A. Control joints shall be per detail PK-32 with deep, straight and finished with rounded edges. Control joints shall be placed (on-center) a distance equal to the width of the concrete walkway, unless otherwise shown on the Plans. For example a ten-foot wide walkway shall have control joint placed ten feet on center.

3.05 Placement of Concrete

- A. Do not pour concrete in weather below 40 degrees F. or when temperatures are predicted to fall below freezing within 24 hours, except with prior authorization.
- B. Concrete shall be transit mixed according to ASTM C-94. Limit the quantity of water to the required strength. Concrete shall be of a consistency that it flows slowly into the forms.
- C. Mixing of concrete shall be continuous commencing from the time water is added to the mix until such time that the concrete is poured. All concrete shall be placed within an hour of the time when water is first added.
- D. Concrete shall be deposited up to the finished height of the forms and up to the adjacent joint. No partial pours will be allowed. Excess material shall be dumped on-site and later removed by the Contractor.
- E. Thoroughly compact the concrete manually spading and tamping concrete into all corners of the forms and by utilizing a high-speed mechanical vibrator. Retain a standby vibrator on-site during the course of concrete work. When utilizing the vibrator, take precautions to avoid impact on the forms.
- F. After obtaining uniform compaction, screen tamper all flatwork surfaces, screed and bull float to ensure that large aggregates are pushed below the surface. When it is practical to work on the surface, wood float, steel trowel paving to a uniform surface.
- G. Concrete elements shall not exceed the following tolerances:

1. Linear: 1/8"
2. Slab deviation: 1/8" in 10"

3.06 Finishes

- A. Finishes shall be as shown on the Plans and shall be consistent in quality throughout the project. Medium broom finished concrete shall have clean, deep control joints spaced appropriately. No visible cracks or discoloration will be accepted. Finishes on vertical surfaces shall be consistent throughout. Vertical expansion joints are spaced as identified on the plans and are smooth with the finish surfaces. All edges for flatwork and vertical surfaces shall be eased at a consistent radius.
- B. A 6' x 6' sample pad shall be poured for each flatwork finish. When sample is approved, the flatwork for the project will be compared and consistent to the approved sample. Location of the sample shall be in a location that will allow visual review for the entirety of the concrete work and can be removed once all flatwork is complete and deemed acceptable.
- C. Upon completion of float finishing, provide the final finish as follows:
 1. Medium Broom Finish: shall be accomplished by pulling a stiff bristle broom across a floated surface. The direction of the broom shall be perpendicular to the path of travel, unless otherwise shown on the Plans.

3.07 Removal of Forms

- A. Forms shall remain in place as follows:
 1. For mass concrete work: 5 days.
 2. For other flatwork and other concrete work: 3 days.
- B. Remove all bolts, nails, ties, wires, etc. a minimum of one inch (1") below the surface of the concrete. Remove imprints, irregularities or other such defects and patch as directed by the Inspector.

3.08 Curing and Protection

- A. Allow adequate time for the concrete to cure. In temperatures above 75 degrees F., ensure that the concrete surface remains wet for a period of seven (7) days minimum.
- B. Protect all concrete from damage during the curing period. This shall include damage from sun, rain, flowing water, frost, mechanical injury, tire tracks, footprints, oil stains, etc. Should such damage occur, Contractor shall take immediate action to repair damage to the satisfaction of the City.

3.09 Clean-Up

- A. During the course of this work, the area shall be kept clear and free of debris as realistically possible. Upon completion of concrete work, completely remove

from the site all used forms, hardware, spillage, rejected work and other materials.

- B. Remove from site furnishing posts all concrete “slobber”. Re-touch posts as necessary for a clean finish.

END OF SECTION

SECTION 04 20 00

UNIT MASONRY (GENERAL)

PART 1 - GENERAL

1.01 Conditions

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section.

1.02 Scope of Work

- A. Provide all labor, materials, and equipment required to complete the unit masonry work as indicated on the Drawings and/or specified herein.
- B. Work includes, but not limited to the following:
 - 1. Concrete masonry units.
 - 2. Pre-cast Elements.
 - 3. Installation of all required reinforcements, fasteners, anchors and accessories.
 - 4. Cleaning of unit masonry.
- C. Related work specified in other sections:
 - 1. Section 03 30 00:Site Concrete

1.03 Quality Assurance

- A. Material and installation standards: Comply with recommendations of the Brick Institute of America (BIA) standards; National Concrete Masonry Association standards; and ASTM standards.
- B. Verify all measurements indicated on Drawings by taking field measurements; proper fit and attachment of all units is required.
- C. Accurately fit, cut, and securely mortar together all units to produce a plumb, level and rigid installation.
- D. All work and materials shall comply with Uniform National Building Codes (latest edition), and all other applicable codes and ordinances that govern the work of this Section.

1.04 Qualification of Installers

- A. Installers shall be trained and experienced in the skills required and shall be completely familiar with the materials and their installation. Qualified installers shall be present at all time during the progress of work.

1.05 Coordination

- A. Coordinate with all other trades whose work relates to unit masonry installation for placing all required reinforcements, fasteners, anchor, accessories, etc.

1.06 Submittals

- A. Submit for Landscape Architect's written approval two (2) representative samples of each unit specified.
- B. Submit manufacturer's certificate that units meet or exceed material specifications.

PART 2 - PRODUCTS

2.01 Concrete Masonry Units

- A. ASTM C-652, concrete masonry hollow units, wire cut. Standard and bond beam units. Size and color as indicated on the Drawings. Color shall be standard grey.

2.02 Grout

- A. Grout mix ratio by volumes: one part Portland Cement (ASTM C-150, Type 1); two parts minimum to three parts maximum damp loose sand, two (2) parts coarse aggregate (ASTM C-404).
- B. LATICRETE 3701 Grout and Mortar Admix.
- C. Grout compressive strength at 28 days shall be 3000 PSI.

2.03 Unit Masonry Reinforcement

- A. Horizontal Joint Reinforcement: Truss type, hot-dipped galvanized zinc coated steel construction; 3/16 inch side rods with No. 9 cross ties.
- B. Horizontal and vertical rebar reinforcements: ASTM A-615, Grade 40, size as indicated on the Drawings.

2.04 Concrete

- A. As per Section 03 30 00: Site Concrete

PART 3 - EXECUTION

3.01 General

- A. Supply anchor devices as indicated on the Drawings and as required to install materials as specified in other sections of work.
- B. Cut units where required with a power saw or order units pre-cut from manufacturer.
- C. Construct walls and other masonry construction to the full thickness indicated on the Drawings, using unit sizes as indicated.

- D. Establish lines, levels, and coursing. Protect from disturbances.

3.02 Coursing

- A. Install units straight and plumb with all courses true to line and level.
- B. Install units in pattern as indicated on the Drawings.
- C. Maintain unit courses to uniform width. Make vertical and horizontal joints equal and of uniform thickness.

3.03 Placing and Bonding

- A. Lay units in full bed of mortar properly jointed with other work.
- B. Install full mortar coverage of vertical and horizontal face of joints. Maintain uniform joint width of 3/8" – 1/2", depending on nominal unit sizes. Cut joints flush and tool slightly concave.
- C. Fully bond intersections and external and internal corners.
- D. Do not shift or tap units after mortar has taken initial set. Where adjustment must be made remove mortar and replace.
- E. Remove excess mortar.
- F. Fill hollows at concrete masonry units solid with grout or as indicated on the Drawings. Fill hollows of structural brick block units where reinforcement occurs solid with grout or as indicated on the Drawings.
- G. Wall caps shall be epoxied and anchored in place.

3.04 Reinforcement

- A. Horizontal joint reinforcement: Place masonry joint reinforcement sixteen (16) inches on center or as indicated on the Drawings.
- B. Place joint reinforcement continuous and lap reinforcement according to the recommendations of the Manual of Standard Practice of the Concrete Reinforcing Steel Institute.
- C. Horizontal and vertical rebar reinforcement: Install with bond and beam spacing and rebar spacing as indicted on Drawings.
- D. Place and consolidate grout fill without disturbing reinforcing. Cells containing reinforcement shall be grouted solid.

3.05 Curing and Protection

- A. Provide thorough curing of joints and grout pours.
- B. Protect newly laid masonry from exposure to precipitation, excessive drying, freezing, soiling, backfill and other harmful elements.

3.06 Waterproofing & Graffiti Seal

- A. All walls below grade shall be waterproofed on the backside extending from the foundation to the brick cap.
- B. Install in conformance with manufacturer's specifications.

- C. Apply 2 clear coats of graffiti sealant on exposed exterior and interior surfaces. Submit proposed sealant type and conform to manufacturer specifications.

3.07 Cleaning

- A. Brush off excess mortar as work progresses. Dry-brush masonry at end of each day's work.
- B. Clean masonry with cleaners and methods as recommended by the manufacturer of the masonry units.
- C. Rinse walls by washing off cleaning solution, dirt and mortar using clean, pressurized water.
- D. Repair damage to adjacent materials that occurs during cleaning operation at no additional cost to the Owner.

END OF SECTION

SECTION 05 12 00

STRUCTURAL AND MISCELLANEOUS STEEL (GENERAL)

PART 1 - GENERAL

1.01 Conditions

- A. The general provisions of the Contract, including General and Special Provisions apply to the work specified in this Section.

1.02 Scope of Work

- A. Furnish all labor, materials, and equipment as required to fabricate and install all structural and miscellaneous steel work as indicated on Drawings and specified herein.
- B. Although such work or materials are not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a secure and complete installation.
- C. Provide shop drawings for all work.
- D. Completely coordinate with work of all other trades.

1.03 References (Latest Edition)

- A. AISC: Standard Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings by the American Institute of Steel Construction (AISC).
- B. AISC – Code of Standard Practice – Manual of Steel Construction – Allowable Stress Design (ASD).
- C. AISC – Code of Standard Practice of Steel Buildings and Bridges.
- D. ASTM A36 – Structural Steel.
- E. ASTM A-53: Black and Hot Dipped Zinc – Coated Welded and Seamless Steel Pipe.
- F. ASTM A-120: Black and Hot Dipped Zinc – Coated Welded and Seamless Steel Pipe.
- G. ASTM A307 – Carbon Steel Externally Threaded Standard Fasteners.
- H. ASTM A500 – Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- I. ASTM A501 – Hot Formed Welded and Seamless Carbon Steel Structural Tubing.
- J. AWS A2.4 – Symbols of Welding, Brazing, and Nondestructive Examination.
- K. AWS D1.1 – Structural Welding Code.
- L. SSPC (Steel Structures Painting Council) – Painting Manual.

M. California Building Code (CBC), latest edition.

1.04 Regulatory Requirements

- A. Safety Requirements: Work shall comply with all Federal, State and municipal regulations regarding safety, including the requirements of the following:
 - 1. William-Steiger Occupational Safety & Health Act of 1970
 - 2. State of California, California Administrative Code, Title 8 Industrial Relations, Chapter 4, Subchapter 4, "Construction Safety Orders" and other State and local agencies having jurisdiction.
- B. California Building Code (CBC), latest edition.

1.05 Submittals

- A. Shop Drawings: General
 - 1. Before any structural steel is fabricated or delivered to jobsite, submit Shop Drawings in accordance with the General Conditions of these specifications.
 - 2. Shop Drawings shall clearly show all pieces with all pertinent dimensions, data, layout, sizes and weights, connections, and all controlled dimensions and elevations. Drawings shall clearly distinguish between shop and field bolts and welds. Errors in dimensions shown on shop drawings shall be responsibility of Contractor.
 - 3. Show details, including cuts, copes, connections, holes, threaded fasteners, and welds in accordance with AWS.
 - 4. Indicate which structural units, members or brackets require field cuts or welds due to construction techniques.
 - 5. Indicated metal fabricator's method for radius form bents of pipe or tubing.
 - 6. All shop and field welds shall be indicated by AWS Welding Symbols.
 - a) Indicate size, length and type of each weld.
 - b) Special Inspection required by CBC and Building Department.
- B. Welding:
 - 1. Certification of Welder's Qualifications.
 - 2. Welding Procedure: Submit descriptive data to illustrate welding procedures to be performed.

1.06 Quality Assurance

- A. Fabricated structural steel members in accordance with AISC Code of Standard Practice.
- B. Perform Work in accordance with AISC Section 10.
- C. Perform Work in accordance California Building Code (CBC), latest edition.
- D. All welding procedures, welders, welding operation, and tackers shall be qualified in accordance with AWS Standard Code D1.1.
- E. Maintain one copy of each document on site.

- F. Fabricator: Company specializing in performing the work of this section.
- G. Erector: Company specializing in performing the work of this section.
- H. All construction shall conform to applicable building codes, project specifications and applicable regulations. Where the provisions of applicable codes, material manufacturer's requirements, and project specifications conflict, the more stringent provision shall govern.
- I. Certification: Furnish, before fabrication, a mill certified report (in duplicate) of the tests for each heat of steel or iron from which the material is to be fabricated, containing the results of chemical and physical tests required by the ASTM specifications for the materials.
- J. Qualify welding processes and welding operators in accordance with AWS "Standard Qualifications Procedure". Provide certification that welders to be employed in work have satisfactorily passed AWS qualification test within the previous twelve (12) months. If recertification of welders is required, retesting will be Contractor's responsibility.
- K. Work shall comply with the Drawings, Specifications and accepted Shop Drawings in every aspect. All errors of fabrication and connections, defective materials, fasteners, and workmanship shall be replaced at the expense of the Contractor.

1.07 Delivery, Storage and Handling

- A. Deliver anchor bolts and anchorage devices which are to be embedded in cast-in-place concrete or masonry in ample time so as not to delay that Work.
- B. Store materials to permit easy access for inspection and identifications. Keep steel members off the ground using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration. Remove any damaged items from the site and replace at no cost to the Owner.
- C. Use all means necessary to protect structural steel before, during and after installation.

1.08 Coordination

- A. Coordinate and furnish all required anchorages, templates, and patterns, setting drawings, and installation directions for all built-in items. Supervise the proper location and the installation of all built-in items. Deliver all items required to be embedded in concrete, masonry or built into other material to their respective Contractor. Provide holes and connections for Work of others Contractors.

1.09 Field Measurements

- A. Take field measurements prior to preparation of Shop Drawings and metal fabrication. Proper fit and attachments of all items is required; allow for trimming and fitting when taking field measurements before metal fabrication.

1.10 Shop Assembly

- A. Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

PART 2 - PRODUCTS

2.01 General

- A. Use materials of size and thickness indicated or, if not indicated, as required to produce strength and durability in finished product for use intended.
- B. Metal surfaces used for fabrications of miscellaneous metal items which will be exposed to view shall be smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- C. All other materials not specifically described, but required for a complete and proper installation, shall be new, free from rust, best quality of their respective kind, and subject to the approval of the Project Inspector.

2.02 Steel Plates, Shapes and Bars

- A. All miscellaneous steel shall be standard cold-rolled sections, new, free from rust, and conforming to ASTM A-36.

2.03 Steel Pipe

- A. All steel pipe shall be black steel pipe, except where indicated to be galvanized, complying with provisions of:
 - 1. ASTM A-120, Schedule 40 for pipe less than four (4) inch diameter.
 - 2. ASTM A-53 ERW for pipe greater than four (4) inch diameter.

2.04 Steel Tubing

- A. All steel tubing shall be cold-formed steel tubing conforming to ASTM A-500, Grade B.

2.05 Fasteners

- A. General: Provide electro-zinc plated fasteners for exterior use or where built into exterior walls or slabs. Select fasteners for the type, grade and class specified.
- B. Bolts and Nuts: Regular hexagon-head carbon steel type conforming to ASTM A-307, Grade A with electro-zinc plating.

- C. Flat Washers: U.S.S. standard round carbon steel type conforming to FS FF-W-92 with electro-zinc plating.
- D. Lock Washers: Helical spring carbon steel type conforming to FS FF-W-84 with electro-zinc plating.
- E. Anchor Bolts: Nonheaded "J" bolt type, unless otherwise indicated on Drawings, conforming to ASTM A-307, Grade A with electro-zinc plating.

2.06 Shop Paint

- A. Primer shall be Red Oxide Primer, conforming to Federal Specification TT-P-31 for steel surfaces and Federal Specifications TT-P-64b for galvanized surfaces.

2.07 Grout

- A. Pre-mixed, factory packaged, non-shrinking, non-metallic, non-staining, non-corrosive and non-gaseous group complying with CE CRD-C588. Provide grout specifically manufactured for exterior applications.

PART 3 - EXECUTION

3.01 General

- A. Comply with AISC Code and Specifications and maintain Work in safe and stable conditions during erection. Provide temporary bracing and shoring as required; remove when final connections are in-place.
- B. Execute all Work using skilled metal workers only. Do all welding as per AWS Specifications with certified welders.
- C. When possible, fit and shop assemble all metal Work, ready for installation, with shop and field connections welded or attached with fasteners as indicated on Drawings.
- D. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where fabrication and installation of the work of this section may properly commence.
- E. Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items.
- F. It is the intent of the Drawings to indicate detail connections. Where connection detail is not shown, detail shall be patterned after a connection similar condition, or an AISC standard type.

3.02 Fabrication

- A. General
 - 1. Use materials of size and thickness indicated on Drawings or on accepted Shop Drawings to produce strength and durability in finished product for use

intended. Work to dimensions are indicated on drawings or on accepted Shop Drawings, using proven details of fabrication and support.

2. All fabrication shall be in accordance with AISC Specifications for fabrication of structural steel, California Building Codes, and requirements of regulatory agencies.
 3. Do not field cut or alter structural metal units, members or brackets without accepted Shop Drawings.
 4. Fabricate and pre-assemble work in shop to greatest extent possible.
 5. Fabricate exposed work true to line, shape and level with accurate angles and radiuses. Ease exposed metal edges to a radius of approximately 1/32 inch.
 6. Make cuts, bends, punching and drilling accurate, neat and properly located. Grind and file smooth all parts exposed to view; leave exposed surfaces free of fabrication marks. Mark and match-mark units requiring field assembly.
 7. All welds shall be continuous, unless otherwise indicated, complying with AWS Specifications. Form exposed connections with tight, flush and smooth hairline joints. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.
 8. Cut, reinforce, drill and tap fabricated metal work as indicated on Drawings to receive finish hardware, fasteners and similar items.
- B. Bolted Connections:
1. Punch or drill holes 1/16 inch larger than bolt size and spear-ream before inserting bolts.
 2. Ream unfair holes, but only up to next larger bolt size. Where unfairness exceeds maximum, weld hole in base material solid and drill hole of proper size.
 3. As erection progresses, bolt up work to take care of dead load, lateral forces, and erection stresses. Provide any additional bracing necessary to resist all possible forces during erection. Contractor is entirely responsible for the stability of the structural steel work until the job is complete.
- C. Assembly with Standard Threaded Fasteners:
1. Beveled Washers: Provide under bolt heads or nuts resting on surfaces exceeding 5 percent slope with respect to head or nut.
 2. Draw up tight, check threads with chisel, or provide approved lock washers or self-tightening nuts.
- D. Welded Connections:
1. Perform welding using shielded metal arc, submerged arc, gas metal arc, or flux cored arc methods in accordance with appropriate sections of AWS D1.1 and CBC Chapter 27.

2. In addition to specific requirements of Drawings, details of welded joints shall comply with all requirements for joints which are accepted without qualification tests under the AWS Code. If sizes of fillet welds are not shown on Drawings, use AWS minimum weld size, but not less than thinnest part thickness minus 1/16 inch.
3. Plan welding operations to eliminate stress build-up.
4. Field Welding:
 - a) Perform field welding in accordance AWS D1.1.
 - b) Where field welding is applied to existing flexural members involving application of significant amounts of heat to member, provide temporary shoring to prevent deflections.
 - c) Provide Special Inspection per the CBC, latest edition.
- E. Column Bases:
 1. Finish in accordance with AISC. Lack of contact bearing with column shall not exceed 1/16 inch.
- F. Bearing Plates:
 1. Finish in accordance with AISC. Provide for attachment as shown on Drawings.
 2. Cut, drill (tap where indicated or required), or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.

3.03 Shop Painting

- A. Shop paint all metal Work, except members or portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded, stainless steel, and galvanized surfaces, unless otherwise indicated.
- B. Clean all metal work to be primed and painted in accordance with Section 09 91 00 – Painting and Finishes.
- C. Immediately after surface preparation brush or spray on primer in accordance with manufacturer's instruction at a rate to provide uniform dry film thickness of 20 mils for each coat. Use painting methods which will result in full coverage of joints, corners, edges and exposed surfaces.
- D. Apply one (1) shop coat to fabricated metal items, except apply two (2) coats of primer to surfaces inaccessible after assembly or installation.
- E. Give any painted built-in portions one (1) field coat of primer on all abraded areas after installation.

3.04 Galvanizing

- A. All metal fabrications intended for exterior use or for use in high moisture areas are to be hot-dip galvanized, unless otherwise noted.

- B. Hot dip galvanizing or zinc coatings, applied on products fabricated from rolled, pressed and forged steel shapes, plates, bars and strips shall comply with ASTM Specification A123-73.
- C. Hot dip galvanizing or zinc coatings on assembled steel products shall comply with ASTM Specifications A386.
- D. The weight of coatings shall be as designated in Table 1 for the class and thickness of material to be coated. Galvanized surfaces for which a shop coat of paint is specified shall be chemically treated to provide a bond for the paint.
- E. Except for bolts and nuts, all galvanizing shall be done after fabrication.

3.05 Installation

A. General:

1. Compliance: Erect and install all miscellaneous metal in strict accordance with the Drawings, the reviewed shop drawings, and the referenced standards, aligning straight, plumb, and level within a tolerance of one in 200. Accurately assemble structural steel to lines and elevations indicated, within specified AISC tolerances.
2. Splice metal work only where indicated and approved on shop Drawings.
3. Install anchorage devices and fasteners where required for securing miscellaneous metal fabrications to in-place construction; including anchorage devices and fasteners that require to be cast into concrete or masonry. Provide temporary bracing or anchors in formwork for items cast into concrete or similar construction.
4. Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications. Set Work accurately in location, alignment and elevation. Install items plumb, level, true and free of rack; measured from established lines and levels.
5. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded due to shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat.
6. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
7. All field welds shall conform to AWS Specifications. Grind all exposed welds smooth and flush to match and blend with adjoining surfaces.
8. Clean and touch-up all field welds and scratches with shop paint as specified.

3.06 Finishes

- #### **A. Finish all fabricated metal Work as per Section 09 91 00: Painting and Finishes**

END OF SECTION

SECTION 09 91 00 PAINTING AND FINISHES (GENERAL)

PART 1 - GENERAL

1.01 Conditions

- A. The general provisions of the Contract, including General Conditions and Special Provisions apply to the work specified in this Section.

1.02 Description

- A. Work includes, but is not limited to the following:
 - 1. Provide all materials, tools, equipment, appliances, labor and supervision required to paint and finish all surfaces and/or components as specified herein and as indicated on the Drawings, including all miscellaneous items and labor required to complete the Work of this Section.
 - 2. Surface preparation, priming and painting of all metal surfaces as indicated on Drawings or as follows:
 - a) Miscellaneous surfaces.
 - 3. All surfaces that are left unfinished by the requirements of other sections shall be painted or finished as part of this contract.
- B. Related Work described elsewhere.
 - 1. Section 05 12 00: Structural and Miscellaneous Steel
- C. Definition: The term "paint", as used herein, shall mean all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime intermediate or finish coats.

1.03 Work Not Included

- A. Pre-Finished Items: Unless otherwise specified or indicated on the Drawings, do not include the painting of items that are specified to receive manufacturer's factory finish, i.e. such items as site furnishings, irrigation equipment, electrical equipment, etc. See applicable Sections.
- B. Finished Metal Surfaces: Unless otherwise specified, all metal surfaces or anodized aluminum, stainless steel, chromium plate, copper, bronze or similar finished materials do not require painting.

1.04 Submittals

- A. Provide in accordance with the General Conditions prior to ordering material, a complete, detailed list of materials proposed for use on work. Include affidavit from manufacturer stating that proposed materials are the best of their

respective kinds and suitable for intended purpose. Submit in ample time to avoid delays in work if the list, or portions thereof, are rejected.

- B. Painter shall prepare and submit color samples to match color chips in 12- inch square size and must receive approval from Project Inspector before applying final paint coats to finish surfaces. Approved samples shall be retained at the Project Inspector's office for record.

1.05 Paint Coordination

- A. Provide prime coats which are compatible with finish paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of total painting system for various surfaces. Upon request from other trades, furnish information and specifications for finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Project Inspector in writing of any anticipated problems using specified painting systems with surfaces primed by others.

1.06 Job Conditions

- A. Applicator shall examine areas, surfaces and conditions under which painting Work is to be applied and notify the Project Inspector in writing of conditions detrimental to proper and timely completion of Work. Do not proceed with Work until unsatisfactory conditions have been corrected in a manner acceptable to Project Inspector and Applicator, or Applicator shall assume responsibility for and rectify any unsatisfactory finish resulting.
- B. Starting of painting Work shall be construed as Applicator's acceptance of surfaces and conditions.

1.07 Weather Conditions

- A. Apply water base paints only when temperature of surfaces to be painted and surrounding air temperature are between fifty (50) degrees F (10 degrees C) and ninety (90) degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed specifications.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between forty-five (45) degrees F (7 degrees C) and ninety-five (95) degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed specifications.
- C. Do not apply paint in rain, fog or mist; or when relative humidity exceeds eighty-five (85) percent; or to damp or wet surfaces.

1.08 Delivery and Storage

- A. Deliver materials to job site in original, new and unopened packages or containers bearing manufacturer's name and label, and the following information:
 - 1. Manufacturer's Name
 - 2. Manufacturer's stock number and date of manufacture
 - 3. Special color mix: name and number
 - 4. Contents by volume for major pigment and vehicle constituents
 - 5. Thinning instructions
 - 6. Application instructions
- B. Store materials and equipment as approved by applicable codes and enforce good housekeeping practices. Any soiled or used rags waste, etc., shall be removed from the site every night and every precaution shall be taken to avoid the danger of fire. No paint materials shall be washed or emptied on the site or into any sewer drains, storm drains or street gutters.

1.09 Protections

- A. Protection Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Provide suitable covering or other methods of protection during progress of this Work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the Project Inspector.
- B. Provide "Wet Paint" signs as required to protect newly painted surfaces. Remove all protective materials upon completion of the Work and touch-up and restore all damaged or defaced surfaces, including the removal of paint spots from other surfaces.

1.10 Guarantee

- A. Adhesion: All materials applied shall be guaranteed for a period of two (2) years against failure due to surface conditions, materials, or application. There shall be no evidence of fingerprints blisters, running, peeling, scaling, chalking, streaks or stains.

PART 2 - PRODUCTS

2.01 Color Schedule

- A. Project Inspector shall furnish to the Contractor a color schedule of paints to be used based on one of the approved manufacturer's color charts or requirements for specially mixed colors. Use of one of the other approved manufacturer's requires the Contractor to match the color schedule provided by the Project Inspector.

- B. Manufacturers names used to designate colors of color schedule is not intended to imply that products names are required to the exclusion of equivalent products of other manufacturers.
- C. All colors and manufacturers shall be approved and authorized by the Project Inspector before commencing work.

2.02 Materials Quality

- A. Provide best quality grade of various types of paints as regularly manufactured by acceptable paint materials manufacturer. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable. Acceptable paint manufacturers include:
 - 1. Kelley-Moore
 - 2. Benjamin Moore Company
 - 3. The Glidden Company
 - 4. Pratt and Lambert, Inc.
 - 5. Dunn and Edwards
 - 6. Sherwin-Williams
 - 7. W.P. Fuller Company
 - 8. Tiger Drylac
- B. Provide primer and undercoat paint produced by the same manufacturer as finish paint. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Epoxy paints and wood stains for use in standard comfort stations shall be as specified on plans.

2.03 Metal Primer

- A. Primer for metal surfaces shall be Red Oxide Primer, conforming to Federal Specification TT-P-31 for metal surfaces and Federal Specification TT-P-64b for galvanized surfaces.

PART 3 - EXECUTION

3.01 Surface Preparation

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions, and as herein specified, for each particular surface condition.
- B. Paint no items fitted with finish hardware or other similar items until hardware has been removed or provided with surface-applied protection prior to surface preparation and painting operations. Install hardware or remove surface-applied protection after paint has dried.

- C. Metal Surfaces: Clean all metal surfaces, which are not galvanized or shop-painted, of scale, dirt, rust and other deleterious materials before priming. Clean metal in accordance with Steel Structures Painting Council (SSPC) Specifications.
 - 1. SP-2: Hand Tool Cleaning
 - 2. SP-3: Power Tool Cleaning
 - 3. SP-7: Brush-off Blasting CleaningRemove oil, grease, and similar contaminants in accordance with:
 - 1. SP-1: Solvent Cleaning
- D. Galvanized Surface: Clean all galvanized surfaces of oil and other surface contaminants with a crystalline zinc phosphate pretreatment (phosphoric acid etch). Remove pretreatment solution by thoroughly washing with clean water and wipe dry.

3.02 Materials Preparation

- A. Mix and prepare painting materials in accordance with manufacturer's specifications.
- B. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into materials. Remove film and if necessary, strain materials before using.

3.03 Application of Primer Coat

- A. Apply primer coat to all surfaces which are required to be painted or finished, and which have not been prime coated or shop-painted by others. For metal surfaces, touch up shop-painted coats as required.
- B. Immediately after surface preparation brush or spray on primer in accordance with manufacturer's instructions at a rate to provide uniform dry film thickness of two (2.0) mils for each coat. Use painting methods which shall result in full coverage of joints, corners, edges and exposed surfaces.
- C. All primer coats shall be free from runs, sags, and other defects. All coats shall be thoroughly dry before applying succeeding coats.
- D. Apply one (1) coat of metal primer for metal surfaces, as specified and/or as recommended by manufacturer's instructions.

3.04 Application of Paint

- A. Apply paint in accordance with manufacturer's instructions. Use applicators and techniques best suited for each surface and type of materials being painted.
- B. All painting Work shall be done by skilled workman in a professional manner. All coats shall be evenly spread and shall be free from run, sags and other defects. All coats shall be thoroughly dry before applying succeeding coats.

- C. All individual coats of paint shall be inspected and approved by the Project Inspector before application of the succeeding specified coat; otherwise no credit for the coat applied shall be given, and the Applicator shall automatically assume responsibility to recoat the Work. The applicator shall provide the Project Inspector a report of each coat applied when completed for inspection and approval to comply with the above.
- D. Where coverage is incomplete, not uniform, or not to the required dry film thickness, provide an additional coat at no extra cost to the Developer.
- E. Apply finish coats of paint to all exposed surfaces as follows:
 - 1. For primed metal surfaces, apply two (2) coats of 100% acrylic latex base paint, per manufacturer's recommendations. Apply first coat of paint within 72 hours of primer application. If first coat of finish paint cannot be applied within the specified application time, the contractor shall re-clean and re-primer all exposed metal surfaces prior to start of metal painting operations.
- F. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- G. Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practical after preparation and before subsequent surface deterioration's.
- H. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- I. Apply all coating without reduction, except as specifically required by label directions, or required by this Section.
- J. Sand carefully between all coats on smooth surfaces for good adhesion of subsequent coats.
- K. Paint all exposed surfaces and anything inaccessible after installation prior to installation, if required to be painted.

3.05 Application of Epoxy Paint

- A. Use epoxy paint for floor and wall in restrooms up to ADA height.

END OF SECTION

SECTION 12 93 00 SITE FURNISHINGS

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of all site furniture, including play equipment and play surfacing, as shown on the Plans and as specified herein.

1.03 References

- A. All play equipment shall meet or exceed the standards set forth by the Consumer Product Safety Commission (CPSC), comply with the Americans with Disabilities Act (ADA), meet all current ASTM standards and be consistent with State and local codes.
- B. The play area surfacing shall meet or exceed the fall absorption/impact rates set forth by the CPSC guidelines and ASTM standards. The surfacing shall be an accessible surface and manufactured specifically for play areas.
- C. Nothing in the Plans or Specifications is to be construed to permit work not conforming to regulating codes and standards. The Contractor shall furnish without extra charge any material and labor, when required, by the compliance with these rules and regulations, even though the work was not mentioned in these particular Specifications or shown on the Plans.
- D. The product manufacturer shall supply complete Specifications for the installation of all site furnishings, including play equipment and play surfacing.

1.04 Submittals

- A. Submittals for specified items are required. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". For the following items, also provide:

1. Play Equipment and Swings submittals shall include color samples, manufacturer's materials and parts list, and installation instructions.
 2. Resilient Play Surfacing (i.e. rubber surfacing material) Submittal shall include IPEMA certification of materials and the most recent impact absorption test results.
 3. Synthetic Turf – Play Area
 4. All items with "color as selected by City" shall include color samples.
 5. Picnic Tables
 6. Benches
 7. Drinking Fountain
 8. Age Appropriate Signage
 9. Playground Rules Sign
 10. Trash Receptacles
 11. 42'x40' Shade Structure
 12. 30' x 50' Picnic Shelter
 13. Bar Height Table
 14. Wayfinding Sign
 15. Overhead entry sign
 16. Restroom Building
 17. Concession Building with Official's Lounge
 18. Concession Building with Tournament Room
 19. Restroom Building with Adult Changing Room
 20. Bike Rack
 21. Cornhole Table
 22. Table Tennis
 23. Foosball
 24. Flag Pole
 25. Barrier Netting Systems
 26. Misting System
- B. On the date of the Notice to Proceed, the Contractor shall immediately place the order to purchase all site furnishings, including the play equipment and play surfacing as specified on the Plans and as outlined herein. **Proof of all orders shall be submitted to the Project Manager within ten (10) working days of submittal approval.**
- C. The Contractor shall submit a Certificate of Compliance from a third party certified playground inspector which verifies that the entire playground, including individual components, and surfacing meets or exceeds regulated requirements as described in Section 1.03 above.

1.05 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the miscellaneous site amenities. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Materials

- A. Play Equipment shall be custom configuration as shown on the Plans and as specified herein. The equipment shall be distributed by Nick Philbin, Ross Recreation 707-538-3800 and as manufactured by Ross Recreation 707-538-3800 or accepted equal. Color as selected by the City.
- B. Swings shall be the custom configuration as shown on the Plans as distributed by Nick Philbin, Ross Recreation 707-538-3800 and as manufactured by Ross Recreation 707-538-3800 or accepted equal. Color as selected by the City.
- C. Poured-in-place resilient surfacing shall be as shown on the Plans and as specified herein. The play surfacing shall be FlexGround EnduraFlex as manufactured by FlexGround, contact Sandi Walsh, (916) 474-5431 or accepted equal. Color as selected by the City.
 - 1. Refer to Manufacturer's Specifications
 - 2. Poured-in place resilient surfacing shall have a five (5) year warranty.
- D. The Synthetic Turf for Play Area shall be FlexGrass as distributed by (Sandi Walsh, FlexGround, 916-474-5431) and as manufactured by FlexGround 916-474-5431 or accepted equal. Color as selected by the City. Refer to manufacturer's specifications
- E. Picnic Tables shall be 6' long extra heavy duty rectangular table; inground mount, perforated pattern. The tables shall be distributed by Kym Ott, Playcore 423-826-3673, and as manufactured by Kym Ott, Ultrasite 423-826-3673 or accepted equal. Color as selected by the City.
- F. Benches shall 8' Long extra heavy-duty bench with back Inground mount, perforated pattern as shown on the Plans and as specified herein. The benches shall be distributed by Playcore (Kym Ott and 423-826-3673), and as manufactured by Ultrasite (Kym Ott and 423-826-3673) or accepted equal. Color as selected by the City.
- G. Drinking Fountain shall be MDF #10145 SM (bottle filler, dual bowl and accessible) and stainless steel surface carrier as distributed by Husbands and Associates (800) 821-9838 and as manufactured by Most Dependable Fountains or accepted equal. Color to be stainless powder coated black or as approved. Include recessed hose bib with locking cover. Install with a sand strainer when sand amenities are included in the park design.

- H. Age-Appropriate Signage shall contain the following language:
“This play area has been designed for the use of children aged (fill in the appropriate age range) years of age.”
- I. Playground rules sign shall be as fabricated by Gopher Sign Company, (651) 698- 5095, or accepted equal.
- J. Trash Receptacle shall be Amherst by Recycle Away or accepted equal. Color as selected by the City.
- K. The 42' x 40' Barrel Roof Shade Structure shall be as distributed by Dan Baxter, All About Play, 916-923-2180, and as manufactured by (Dan Baxter, Poligon, 916-923-2180) or accepted equal. Color as selected by the City.
- L. The 30' x 50' Barrel Roof Picnic Structure shall be as distributed by Dan Baxter, All About Play, 916-923-2180, and as manufactured by (Dan Baxter, Poligon, 916-923-2180) or accepted equal. Color as selected by the City.
- M. The 30" Wide Bar Height Table shall be as distributed by and as manufactured by Ultrasite, Kym Ott, 423-826-3673 or accepted equal. Color as selected by the City.
- N. The Wayfinding Sign shall be as distributed by Michael Dean, iZone Imaging, 254-314-8248, and as manufactured by (iZone Imaging, Michael Dean, 254-314-8248) or accepted equal. Color as selected by the City.
- O. The Overhead Entry Sign shall be as distributed by (Michael Dean, iZone Imaging, 254-314-8248), and as manufactured by (iZone Imaging, Michael Dean, 254-314-8248) or accepted equal. Color as selected by the City.
- P. The Wayfinding Sign at Shade Structure. Shall be as distributed by Michael Dena, iZone Imaging, 254-314-8248, and as manufactured by iZone Imaging, Michael Dean, 254-314-8248 or accepted equal. Color as selected by the City.
- Q. The Park Entry Sign shall be as distributed by (contact name and phone number), and as manufactured by (contact name and phone number) or accepted equal. Color as selected by the City.
- R. The Winner's Circle shall be distributed by (contact name and phone number), and as manufactured by (contact name and phone number) or accepted equal. Color as selected by the City.
- S. The Restroom Building shall be as distributed by Steve Myler, Public Restroom Company, 888-888-2060 Ext. 103 and as manufactured by Steve Myler, Public Restroom Company, 888-888-2060 Ext. 103 or accepted equal. Color as selected by the City.
- T. The Concession Building with Official's Lounge and Tournament Room shall be as distributed by Steve Myler, Public Restroom Company, 888-888-2060 Ext. 103 and as manufactured by Steve Myler, Public Restroom Company, 888-888-2060 Ext. 103 or accepted equal. Color as selected by the City.

- U. The Concession building with Staff Room and Storage shall be as distributed by Steve Myler, Public Restroom Company, 888-888-2060 Ext. 103 and as manufactured by Steve Myler, Public Restroom Company, 888-888-2060 Ext. 103 or accepted equal. Color as selected by the City.
- V. The Restroom Building with Adult Changing Station shall be as distributed by Steve Myler, Public Restroom Company, 888-888-2060 Ext. 103 and as manufactured by Steve Myler, Public Restroom Company, 888-888-2060 Ext. 103 or accepted equal. Color as selected by the City.
- W. The Bike Rack shall be WBR-700, 7 loop ribbon style, 2 3/8" O.D. powder coated as distributed by Ross Recreation 916-985-6349 and as manufactured by L.A. Steel Craft Products, Ross Recreation 916-985-6349 or accepted equal. Color as selected by the City.
- X. The Outdoor Concrete Cornhole Tables shall be distributed by Stone Age Concrete Games Inc. 541-671-6318 and as manufactured by Stone Age Concrete Games, Inc 541-671-6318 or accepted equal. Color as selected by the City.
- Y. The Cantilever Table Tennis Tables shall be distributed by Stone Age Concrete Games Inc. 541-671-6318 and as manufactured by Stone Age Concrete Games, Inc 541-671-6318 or accepted equal. Color as selected by the City.
- Z. The Outdoor Foosball Tables shall be distributed by Stone Age Concrete Games Inc. 541-671-6318 and as manufactured by Stone Age Concrete Games, Inc 541-671-6318 or accepted equal. Color as selected by the City.
- AA. The Flag Pole shall be as distributed by Concord American Flagpole mode I# IRW25D61 and as manufactured by Concord American Flagpole, 800-527-3902 or accepted equal. Color as selected by the City.
- BB. The Soccer Goals shall be round face soccer goal with skid mobility, model# SG824RS as distributed by Alex Fletcher 408-659-6055, and as manufactured by SportsField Specialties or accepted equal. City Acquired OFOI
- CC. The Barrier Netting System shall be Pole to Pole Tension Netting System, model #TNPPUC as distributed by Alex Fletcher 408-659-6055, and as manufactured by SportsField Specialties or accepted equal.

PART 3 - EXECUTION

3.01 Installation

- A. Contractor to provide experienced workers or subcontractors to install all site furnishings, including the play equipment and play surfacing described in these Specifications. The workers or subcontractor must demonstrate that at least five (5) similar play structures and five (5) play surface applications similar to that specified for this project have been installed in the last three (3) years.

- B. All site furnishing, including play equipment shall be installed per manufacturer's instructions.
- C. Poured-in-place rubber play surfacing shall be installed per Appendix E and the following. Install poured-in-place rubber over a 4" of ¾" Class 2 Aggregate base compacted to 95%. The cushion layer shall be 4.5" minimum and the TPV topcoat shall be 1/2", unless otherwise noted on the plans. A clear top coat to be applied to reduce fading due to UV exposure. Apply the appropriate binder with all finished poured-in-place rubber surfaces based on color as outlined in Section 2.01 C and per manufacturer's instructions. Installation of poured-in-place rubber surfacing shall be performed by an International Playground Equipment Manufacturer Association (IPEMA) certified and experienced installer. Submit a copy of the installer's certification prior to installation. "Experience" is as defined in 3.01 A above.

Subbase to be installed before play equipment in order to utilize large compaction equipment. Vibrating tamper equipment to be utilized along outside perimeter of play area curb. Compaction test shall be performed to verify that the aggregate is compacted to 95%. Subbase (aggregate) must be sloped at 2%.

- D. Heights of tables and benches shall be as follows, unless otherwise required by ADA; California Title 24 or other code requirements:

Description	Height Above Finish Grade
Table Surface Height	34" Maximum
Knee Space Height	27" Minimum Clear Space
Knee Space Depth	17" Minimum from edge of table to nearest obstruction under table top
Width of Knee Space	30" Minimum clear width beneath table
Bench Surface Height	16" Minimum, 18" Maximum

- E. Heights for play equipment, including ramps and transfer decks shall comply with the approved recommendations by the U.S. Architectural and Transportation Barriers Compliance Board: Play Facilities Regulatory Negotiation Committee.
- F. For play equipment, locate all footings prior to installation of drain lines. Adjust drain lines to accommodate play structure footings. Provide appropriate fall zones as shown on the Plans and per applicable codes and guidelines.
- G. All footings shall be Class A concrete with ¾" maximum size aggregate, unless otherwise noted. Footings shall be in accordance with Caltrans Standard Specifications, Section 90. Install all footings below finish surface. In paved areas, install paved surface over footing for a clean finished surface as shown on the Plans.

- H. Carefully install all furnishings and equipment without disturbance to adjacent finishes. Contractor shall be responsible for the damage and subsequent repairs of damaged finished product.
- I. Install park namesake plaque. Installation location shall be verified in the field with the Project Manager.
- J. Install age-appropriate stickers on all play structures.
- K. Install playground rules sign. Installation location shall be verified in the field with the Project Manager.

3.02 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

PART 4 - WARRANTY

4.01 General

- A. Contractor shall warranty all site amenities included under this Section.
- B. Contractor shall also provide a written warranty covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
- C. Submit written warranty on company letterhead addressed to the City when providing As-built drawings.
- D. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance by a third party certified playground inspector for the installation of the play structure and safety surfacing. Certification shall include testing for compliance of ASTM 1292 (Impact Attenuation of Surfacing Systems under and around Play Equipment). All tests, including re-tests, shall be the responsibility of the Contractor. Submit all test results to the City.
- E. Submit maintenance manual for poured-in-place resilient surfacing.
- F. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance from the manufacturer of the play structure for the installation of the play structure.
- G. Contractor shall submit to the City, upon completion of work, critical fall criterion used to certify all play surfacing material.
- H. Attach cut sheets of installed items to the warranty.

END OF SECTION

SECTION 26 00 00 SITE ELECTRICAL

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition and requirements outlined by the City of Roseville Electric Department shall be in addition to the standards provided herein.
- D. The standards set forth in the latest edition of the California Electrical Code (CEC), incorporating the latest edition of the NEC with City of Roseville amendments shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of site electrical as shown in the Plans and as specified herein.
- B. Submittals shall be required for requested substitutions or plan deviations ONLY. The Contractor shall install all specified electrical fixtures, poles and equipment, unless otherwise accepted and determined as an equivalent.

1.03 References

- A. Conform to requirements outlined in the latest editions of the California Electrical Code (CEC), California Administrative Code (Title 24), Uniform Building Code (UBC), California Administrative Code (Title 22) and other applicable codes.

1.04 Record Drawings

- A. Record drawings are required as a part of this work. At all times, the Contractor shall maintain accurate information of the work in progress. Deviation in layout of conduit or other materials shall be recorded to the satisfaction of the Inspector. Upon completion of the project, as-builts shall be submitted to the City on reproducible plan sheets and shall depict all changes in a neat and legible manner.

PART 2 - PRODUCTS

2.01 Service Panels

- A. Service panels shall meet the Roseville Electric approved sections of the EUSERC requirements. The list of acceptable panels can be found at <https://the.euserc.org/s/Roseville-City-of-Acceptability-Pages.pdf>
- B. Service panel shall be:
 - 1. Built to UL508A standards
 - 2. Metered
 - 3. Single phase or three phase application
 - 4. Rated for 120 to 480 volts
 - 5. Color: Hunter Green

2.02 Electronic Astronomic Time Switch

- A. Electronic Astronomic Time Switch shall be model ET-2815C, as manufactured by Intermatic, or accepted equal.

2.03 Conduit and Fittings

- A. Per City of Roseville Electric Department's Specifications for Commercial Construction, latest edition for primaries (12,000 volt).
- B. All other conduit and fittings shall conform to the California Electric Code, latest edition.
- C. Provide pull rope in all empty conduits.

2.04 Wires and Cables

- A. Conform to the California Electric Code, latest edition.
- B. All wires shall be copper only, 90-degree-C THHN/THWN insulation.

2.05 Wire Connections and Devices

- A. Conform to the California Electric Code, latest edition.
- B. Splices and joints for #10 AWG or smaller wiring shall be twisted together electrically and mechanically strong and insulated with approved type insulated electrical spring connectors, Scotchlok or Ideal. Joints and connections for #8 AWG or larger shall be made with Burndy, T & B, or approved equal, solderless tool applied pressure lugs and connectors. Uninsulated lugs and wire ends shall be insulated with layers of plastic tape equal to insulation of wire and with all irregular surfaces properly padded with "Scotchfil" putty prior to application of tape. Tape shall be equal to Scotch #33, General Electric #AW-1, or approved equal. Feeder splicing is not permitted.
- C. Receptacles: 15 & 20 Amp 125 Volt receptacles shall be "Specification" grade, duplex, UL Listed, rated Weatherproof where installed outdoors or in damp or wet locations. Where only one receptacle is connected to a 20 ampere circuit,

a 20 ampere receptacle shall be used. Receptacles to be Hubbell 5262 series, 5362 series, or equal. Provide an equipment grounding jumper (pigtail) connecting the grounding terminal of the receptacle to the grounded box..

2.06 Outlet Boxes

- A. Cast Metal boxes shall be cadmium plated, cast iron alloy by Crouse-Hinds Form 8 condulets, Appleton Form 35 Unilets or accepted equal.
- B. Cast Metal Outlet boxes shall be four inch (4") round, galvanized cast iron alloy with threaded hubs and mounting lugs as required. Boxes shall be furnished with cast cover plates of the same material as the box and neoprene gaskets by Crouse-Hinds VXF series, Appleton JBX series or accepted equal.

2.07 Pull and Junction Boxes

- A. Per City of Roseville Electric Department's Specifications for Commercial Construction, latest edition.

2.08 Parts Identification

- A. Consistent with the City of Roseville Electric Department's Specifications for Commercial Construction, latest edition.

2.09 Electrical Support Equipment

- A. Concrete Fasteners shall be Philips "Red-Head" or accepted equal. Powder driven concrete pin fasteners, low velocity type shall be Remington, Ramset or accepted equal.
- B. Conduit Straps shall be hot dipped galvanized, cast malleable iron, one hole type strap with cast clamp-backs and spacers (as required) by O-Z/Gedney No. 15-50G strap and #14G spacer, Efcor No. 231 strap and No.131 spacer or accepted equal.
- C. Concrete Inserts shall be pressed galvanized steel, spot insert with oval slot capable of accepting support nuts of ¼ inch to ½ inch diameter thread by Unistrut No. M2506 series, Globestrut CSI series or accepted equal.
- D. Construction Channel shall be 1-1/2 inch by 1-1/2 inch 12 gauge galvanized steel channel with 17/32 inch diameter bolt holes, 1-1/2 inch on center, in the base of the channel by Kindorf 905 series, Unistrut P-1000-HS or accepted equal.
- E. Cable Ties and Clamps shall be one piece, nylon, reusable type lashing ties by Thomas and Betts Co "Ty-Raps", Panduit "Pan-Ty" or accepted equal.
- F. General Fasteners shall be wood screws for fastening to work; machine screws for fastening to steel; toggle bolts for fastening to gypsum board or plaster walls; expansion anchors for attachments to pre-poured concrete.

- G. GFI Outlet Cover shall be metal, lockable, and flush with the surface it is installed in. Cover must conform to the California Electric Code, latest edition.

2.10 Fixtures and Poles

- A. Parking lot lights shall be: Gardco. See drawings.
- B. Pathway/Security lights shall be:
 - 1. LED: see drawings.
 - 2. Rated 120 volts or greater.
- C. Poles shall be:
 - 1. Whatley: or accepted equal
 - 2. Fiberglass, direct burial
 - 3. Textured round, tapered
 - 4. 16' mounting height
 - 5. Include –RC receptacle as shown on plans

2.11 Tracer Wire

- A. Insulated solid copper wire, minimum #12 gauge.

PART 3 - EXECUTION

3.01 Installation

- A. Install (luminaire and poles) in accordance to manufacturer's instructions.
- B. Ensure proper handling and installation of fixtures including hardware necessary for a complete installation. Fixtures (luminaire and poles) shall be clean, plumb and level.
- C. All lamps shall be new and in operating condition. New lamps shall have less than 100 hours of operation on-site.
- D. All splices in exterior fixtures or fixture outlet boxes shall be made watertight, using specified epoxy resin splicing kits.
- E. Operate the entire system, once complete, in the presence of the Inspector. Immediately correct any improper connections or other items.
- F. Install concrete collars around light poles. Concrete collars shall be per the Parks Construction Standards, latest edition.
- G. Install tracer wire on top of conduit for all up-lighting and sports field lighting.

3.02 Clean Up

- A. At all times, maintain a safe and clean work site, free of debris and rubbish.
- B. All electrical parts shall be clean of conductive and deleterious materials.
- C. All enclosures shall be free of dirt and debris.
- D. Clean all finishes and touch up damaged areas prior to pre-final inspection.

3.03 Excavation & Backfill

- A. Refer to Section 33 00 00 Utilities.

3.04 Equipment Pads

- A. Concrete reinforced pads for mounting of equipment (i.e. switchboard, transformers, freestanding panels, etc.) shall be minimum 3000psi, 6" thick with #4 rebars at 12" on center each way. Rebars shall be centered in pad. Pad shall extend 2" beyond equipment and 1.5" above surrounding area. Backfill and compact to 95% maximum dry density at optimum moisture content in layers not to exceed 6" when compacted.

3.05 Grounding

- A. Grounding and ground bonding of the electrical installation shall be in accordance with CEC Article 250, and any applicable codes. Ground fittings shall be approved manufactured type, installed and connected to conform with Code requirements.
- B. Neutral conductors and noncurrent-carrying parts of equipment at each installation shall be grounded in accordance with applicable code. Ground conductor shall be copper having a current capacity sized in accordance with CEC.
- C. All equipment cases, motor frames, etc., shall be completely grounded to satisfy requirements of CEC. Install bond wire in flexible conduit. Install copper bond wire, sized in accordance with CEC, in all nonmetallic raceways and bond to all metallic parts using approved fittings.
- D. Service ground conductor shall be connected to a "Ufer" encased ground and bonded to the metallic cold water pipe system and to the metallic natural gas line. 5/8" x 10 ft copper clad ground rods may be used in lieu of the Ufer ground where no footing is available.
- E. All connections shall be made with solderless connectors or molded fusion-welding process.
- F. Equipment grounding conductors shall be insulated with a continuous green outer finish along its entire length. Conductors size #4 AWG and larger may be identified (with green electrical tape applied half-lapped) at each end and at every point where the conductor is accessible. Tape shall be applied from its point of entry to point of exit or termination.
- G. Insulated grounded (neutral) conductors shall be identified with a continuous white outer finish along its entire length. Neutral conductors #4 AWG or larger can be identified by a distinctive white marking (applied half-lapped with white electrical tape) for the last 12 inches at each end.

3.06 Field Testing

- A. Perform Insulation Resistance (IR) "Megger" Testing per NETA Standards. Submit test results. Provide testing for:
 - 1. All feeders 100 Amps and higher.
 - 2. Branch circuits 100 Amps and higher.
- B. Each ground rod shall be tested. A ground rod which does not have a resistance to ground of 25 ohms or less shall be augmented by one additional ground rod at no less than 8 feet from each other.

END OF SECTION

SECTION 26 22 00

DRY TYPE TRANSFORMERS

PART 1 - GENERAL

1.01 Work Included

- A. Dry type ventilated two winding single-phase and three-phase transformers with primary and secondary voltages of 600 Volts and less, and capacity ratings up to 1000 kVA.
- B. Transformers shall comply with **DOE 2016 Efficiencies**.

1.02 References, Quality Assurance

- A. ANSI/IEEE C57.96, Distribution and Power Transformers, Guide for Loading Dry-Type appendix to ANSI C57.12 Standards.
- B. ANSI/IEEE C89.2 - Dry Type Transformers for General Applications
- C. California Electrical Code, CA Title-24 Part-3
- D. IEEE C57.12.01, General Requirements for Dry-Type Distribution and Power Transformers including those with Solid Cast and/or Resin-Encapsulated Windings
- E. IEEE C57.12.91, Test Code for Dry Type Distribution and Power Transformers
- F. NEMA ST20 - Dry Type Transformers for General Applications.
- G. NEMA TP-2, Standard Test Method for Measuring the Energy Consumption of Distribution Transformers.
- H. NEMA TP-3, Standard for the Labeling of Distribution Transformer Efficiency.
- I. UL 506, Specialty Transformers
- J. UL 1561, Standard for Dry-Type General Purpose and Power Transformers
- K. Meet DOE 2016 Efficiency
- L. The equipment and major components shall be certified to the seismic requirements of IBC and IEEE-693. For OSHPD projects, equipment shall have Special Seismic Certification Preapproval with an OSP designation.

1.03 Submittals

- A. Submit manufacturer's product and specification sheets to include dimensions, outline and support point dimensions of enclosures and accessories, unit weight, voltage, KVA, % impedance, loss data, sound level, tap configurations, insulation system class/type, rated temperature rise, wiring diagram, and installation instructions. Submit OSP designation for OSHPD projects.
- B. Submit per Section 01 10 00.

1.04 Delivery, Storage, and Handling

- A. Store in a warm, dry location with uniform temperature. Cover ventilating openings to keep out dust.
- B. Handle transformers using only lifting eyes and brackets provided for that purpose. Protect units against entrance of rain, sleet, or snow if handled in inclement weather.

PART 2 - PRODUCTS

2.01 Acceptable Manufacturers

- A. General Electric, Square D, Eaton, or equal.

2.02 Dry Type Two Winding Transformers

- A. Transformers shall be rated as indicated on the drawings.
- B. Operate continuously at 100% nameplate rating at ambient temperature not exceeding 40 degrees-C. Maximum temperature at top of enclosure shall not exceed 50 degrees-C rise above 40 degrees-C ambient.
- C. Insulation system and average winding temperature rise for rated KVA as follows:

<u>Rating</u>	<u>Insulation (Degree C)</u>	<u>Rise Above 40° Ambient (Degree C)</u>
3-15	185	115
15-500	220	150

- D. Case temperature shall not exceed 50 degrees C rise above ambient at its warmest point.
- E. Transformers shall have the following high voltage load taps:
 - 1. 3 through 25 kVA: (4) 2.5% taps consisting of 2-above and 2-below nominal voltage.
 - 2. 26 through 500 kVA: (6) 2.5% taps consisting of 2-above and 4-below nominal voltage.
 - 3. 750 kVA: (4) 3.1% taps consisting of 2-above and 2-below nominal voltage.
 - 4. 1000 kVA: (2) 3.6% taps consisting of 1-above and 1-below nominal voltage.
- F. Sound Levels: Maximum sound levels shall be as follows, measured per ANSI C89.2:

<u>KVA Rating</u>	<u>Sound Level</u>
0-9	40 dB
10-50	45 dB
51-150	50 dB
151-300	55 dB
300-500	60 dB

750 64 dB

- G. Basic Impulse Level: 10 kV.
- H. Transformer impedances shall have a minimum nominal value as noted below. Minimum value indicated takes into account a 7.5% tolerance. Transformers rated 150 kVA and lower with a 120/208 Volt secondary shall have a minimum impedance level so as not to exceed a 10,000 short circuit let-thru based on an unlimited source.
 - 500 kVA: 5.0% (minimum 4.7%)
 - 300 kVA: 5.0% (minimum 4.7%)
 - 225 kVA: 5.0% (minimum 4.7%)
 - 150 kVA: 4.5% (minimum 4.2%)
 - 112 kVA: 3.4% (minimum 3.2%)
 - 75 kVA and lower: 2.3% (minimum 2.1%)
- I. Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap.
- J. Mounting: Transformers 30 KVA and less shall be suitable for wall, floor, or trapeze mounting; transformers larger than 30 KVA shall be suitable for floor or trapeze mounting.
- K. Coils: Aluminum or copper, continuous windings with termination brazed or welded.
- L. Enclosure: Constructed of heavy gauge steel, corrosion resistant. Finish shall consist of degreasing, phosphate cleaning, and an electrodeposit ANSI 61 gray enamel paint. ANSI/NEMA ST 20 Type 3R with weathershield and rodent screen at outdoor locations.
- M. Isolate core and coil from enclosure using vibration-absorbing mounts.
- N. Nameplate: Include transformer connection data. Label per section 26 00 00 with engraved laminated plastic labels secured with screws, "TRANSFORMER-XXX FED BY PANEL-YYY".
- O. K-Rated Transformers (Where indicated on the drawings).
 - 1. Minimum "K" rating of 9. Where this does not constitute a standard size, the next higher size shall be used.
 - 2. Transformer shall incorporate an electrostatic shield grounded to the transformer core.
 - 3. Impedance range, 3% minimum to 5% maximum.
 - 4. Neutral bus shall be sized for a minimum of 200% of rated secondary current.
 - 5. Coils shall be continuous wound construction.
 - 6. Cores shall be copper, common core construction having low hysteresis and eddy current losses. The core flux density shall be below the saturation point to prevent overheating caused by harmonic distortion.

2.03 Secondary Breaker

- A. Provide a single secondary main breaker within 10 conductor feet of the transformer in a NEMA-1 (NEMA-3R for outdoor and wet/damp locations) enclosure. The secondary breaker may be installed in the loadside panel the transformer is feeding if the distance limitation is met.

PART 3 - EXECUTION

3.01 Installation

- A. Set transformer plumb and level.
- B. Use flexible conduit, 2 ft. (0.6M) minimum length, for connections to transformer case.
- C. Mount transformers on vibration isolating pads suitable for isolating the transformer noise from the building structure. Provide seismic restraints as needed. Provide and install on reinforced concrete pad for outdoor ground level installations.
- D. Transformers installed outdoors shall be listed for outdoor use. The use of a weathershield shall be acceptable.

3.02 Field Quality Control

- A. Check for damage and tight connections prior to energizing transformer.
- B. Measure primary and secondary voltages and make appropriate tap adjustments.

3.03 Warranty

- A. All materials and installation shall be provided with a one (1) year warranty which shall include replacement parts, labor, retesting, and travel to and from the job site. The warranty period shall begin after final acceptance of the project.

END OF SECTION

SECTION 26 24 00

SWITCHBOARD

PART 1 - GENERAL

1.01 Scope

- A. Furnish and install a free standing, totally enclosed main distribution switchboard as specified here and as shown in the Drawings.

1.02 Quality Assurance

- A. The switchboards shall be designed, built, and tested in accordance with applicable portion of the latest editions of NEMA PB-2, Underwriters Laboratories No. UL-891 and the latest requirements of the CEC (California Electrical Code). Switchboard shall be marked "Suitable For Use As Service Equipment". All sections and devices shall be UL listed and labeled.

1.03 Manufacturer

- A. Each major component of equipment shall have as a minimum the manufacturer's name, address and catalog or style number on a nameplate securely attached to the component
- B. Acceptable Manufacturers:
 - 1. Square D
 - 2. General Electric
 - 3. Cutler-Hammer (Westinghouse)

1.04 Nameplates

- A. Provide engraved nameplates on each circuit breaker and switch indicating load served. Refer to nameplates in section 26 00 00. Nameplate for the switchboard shall include name, voltage, and maximum available fault current per CEC 110.24. Example:

MAIN SWITCHBOARD - MSB
120/208 VOLTS, 3-PHASE, 4-WIRES
MAX. AVAILABLE FAULT CURRENT = 30,000

1.05 Submittals

- A. Submit per Section 01 10 00.

- B. Provide ladder diagram, elevation with breaker layout, bussing diagram, physical dimensions, electrical ratings, configuration, equipment listings, etc.

PART 2 - PRODUCTS

2.01 Structure

- A. Switchboard shall be completely self-supporting structure of the required number of vertical sections bolted together to form one metal-enclosed switchboard 90" high. Sides, top and rear covers shall be code gauge steel, bolted to the switchboard structure. The frame structure members shall be die-formed, 12 gauge steel bolted together and reinforced at corners with gussets internal and external to the structure members. The switchboard frame is to be suitable for use as floor sills in indoor installations. The enclosure shall be NEMA-1 for dry indoor applications. Provide non-walk-in NEMA-3R for damp, wet, or outdoor locations. NEMA-3R enclosures shall have sloping roof downward toward rear, hinged doors in front for all compartments with provisions for padlocks.
- B. All vertical sections comprising the switchboard shall be front and rear-aligned.

2.02 Finish

- A. All steel surfaces are to be chemically cleaned and treated, providing a bond between paint and metal surfaces to help prevent the entrance of moisture and formation of rust under the paint. The switchboard exterior is to be finished with ANSI-61 light gray paint.

2.03 Configuration

- A. Switchboard shall consist of the incoming line main devices in an individually-mounted section and the feeder devices group-mounted in a separate sections. Switchboard shall be front accessible.
- B. The group-mounted devices are to be front-accessible and furnished with vertical wiring gutters on the front of the distribution sections. The gutters are to be furnished with code gauge steel formed covers bolted to the structure frame. Unused device space is to be covered with blank code gauge steel covering.
- C. Provide metering transformer compartment per Utility Company requirements.

2.04 Ratings

- A. The assembly shall have a minimum short circuit rating of 65,000 Amps Symmetrical. A higher rating shall be provided where the available short circuit ampacity exceeds this value. The devices shall have a fully rated short circuit rating of RMS Symmetrical Amperes as shown on the drawings. Series connected rating will not be acceptable.

- B. Switchboard shall include protective devices listed on drawings and as specified in these specifications with necessary interconnection, instrumentation and control wiring.
- C. Cable connectors shall be tin-plated aluminum, and UL listed for aluminum or copper cables. The connectors shall be mechanical type lugs, for short circuit ratings of 100,000 A or less. Short circuit ratings above 100,000 A shall have compression lug.
- D. Switchboard current ratings including devices shall be based upon operation in a 25° C room ambient.

2.05 Bussing

- A. All busses shall be tin plated aluminum, supported with high impact, non-tracking insulating material, and shall be braced to withstand mechanical forces exerted during short circuit conditions.
- B. Aluminum bolted joints shall be tin plated and made up using Belleville washers to minimize the effects of oxidation and cold flow.
- C. Temperature rise in the bus shall be as permitted by ANSI C37.20-4.4.2.
- D. The current density of the bus shall not exceed 750 amperes per square inch cross section. If a main circuit protective device is provided, the continuous current rating of the bus shall be equivalent to the frame size rating of that device, not the trip rating.
- E. A ground bus shall be furnished secured to each vertical section structure, and shall extend the entire length of the switchboard.
- F. A-B-C type bus arrangement (left-to-right, top-to-bottom, front-to rear) shall be used throughout to assure convenient and safe testing and maintenance.
- G. The neutral bus shall be fully rated (100%) for its full length, no derating allowed. The neutral bus in the feeder sections shall not be further than twenty inches from the front of the switchboard.
- H. The vertical main bus bars shall be furnished for future branch devices. Full height bus bars shall be supplied in the distribution sections. The vertical and horizontal bus shall be the same ampere rating as the main protective device frame size up to 3000 Amps if a single distribution section is provided; the vertical distribution bus may be derated to 2000 Amps if multiple distribution sections are provided. No cutting (reducing height) or tapering of bus allowed in any section. All sections shall be full height.
- I. Bus bar bracing shall be minimum 65,000 rms symmetrical amperes. Provide higher bus bracing where the available short circuit ampacity exceeds this value.

2.06 Circuit Breakers

- A. Switchboard main and distribution circuit breakers shall be molded case thermal magnetic type with trip rating as scheduled on drawings.
 - 1. Circuit breaker trip settings 300 amps and higher shall be solid state type with field adjustable Long-Time and Instantaneous settings and field replaceable trip rating plugs.
 - 2. Main breaker and distribution breaker trip settings 1200 amps and higher shall be solid state electronic type with full function trip units including: LTUP, LTD, STPU, STD, Inst PU, Inst OFF, GFPU, GFD.
- B. Circuit breakers shall be quick-make, quick-break, trip free operation. The trip-free mechanism shall be independent of manual handle control.
- C. Each circuit breaker shall be identified with an engraved, laminated phenolic plate showing the load served or the function of the circuit breaker and trip rating. The nameplate shall be attached with oval head machine screws tapped into the front of the board. Equip breaker handles with padlocking "lock-off" devices.
- D. All circuit breakers shall be fully rated to withstand the available short circuit current as designated on the drawings. Series rated equipment will not be acceptable.

2.07 Ground Fault Protection

- A. Ground Fault Sensing: Residual sensing type.
- B. Circuit Breaker(s) shall be provided with integral ground fault protection. The ground fault system shall include a memory circuit for positive tripping action despite intermittent arcing ground faults.
- C. Provide an integral means of testing the ground fault system to meet the on-site requirements of CEC Article 230.
- D. Provide a separate neutral current transformer for 3 phase 4 wire systems.
- E. Provide ground fault protection at the main protective device for sizes 1000 Amps and larger where the phase to neutral voltage is greater than 150 Volts.
- F. Provide acceptance testing per InterNational Electrical Testing Association Inc. (NETA) specifications and standards. Submit test results.

2.08 Other Features

- A. Control wiring, necessary fuse blocks and terminal blocks within the switchboard are to be furnished when required. All control wires leaving the switchboard are to be provided with terminal blocks with suitable numbering strips.
- B. All hardware used on conductors shall have a high tensile strength, and a suitable protective finish.

- C. Switchboard is to be provided with adequate lifting means, and be capable of being rolled or moved into installation position and bolted directly to the floor without the use of floor sills.
- D. Provide a thermostatically controlled resistive element heater within the switchboard to prevent accumulation of moisture when switchboard is located outdoors. Power for heaters shall be from power control transformers within the switchboard.

PART 3 - EXECUTION

3.01 Clearance

- A. Examine the area to receive the switchboard to assure adequate clearance for switchboard installation and workspace required by National Fire Protection Association (NFPA) 70-79.

3.02 Installation

- A. The section shall be set plumb and true with all sections at the same height.
- B. The switchboard shall be secured to the floor with 1/2" diameter anchor bolts sufficient to resist seismic forces.

3.03 Warranty

- A. All materials and installation shall be provided with a one (1) year warranty which shall include replacement parts, labor, retesting, and travel to and from the job site. The warranty period shall begin after final acceptance of the project.

END OF SECTION

SECTION 26 56 68 SPORTS FIELD LIGHTING

PART I - GENERAL

1.01 Related Documents

Drawings and general provisions of the bid documents, including general and supplementary conditions apply to this section.

1.02 Description of Work

- A. The Sports Lighting section includes:
 - 1. Galvanized steel pole and luminaire mounting crossarms
 - 2. LED Luminaires, with appropriate glare/spill light control
 - 3. Remote driver enclosure
 - 4. Pole Foundations
 - 5. Control System
- B. The purpose of this specification is to define the performance standards, product values and features, required manufacturer's service responsibilities, and design standards for Roseville Soccer Complex in Roseville, CA

1.03 Submittals

- A. It has been predetermined that these project specifications are the minimum acceptable criteria for this project. Musco Sports Lighting LLC, Total Light Control – TLC for LED™ technology is the only approved equipment supplier. Submittal requirements are listed below:
- B. Submittal information required:
 - 1. Light scans as per Section 1.04 of the specification.
 - 2. Spill scans as per Section 1.05 of the specification.
 - 3. Detailed warranty information as per Section 3.01 of the specification.
 - 4. Detail foundation design as described in Section 2.01
 - 5. Provide written information for the automated control system to include monitoring. Also provide examples of system reporting and access for numbers for personal contact to operate the system.
 - 6. The manufacturer must submit evidence in the form of a letter from a California Licensed structural engineer that the manufacturer has the ability to confirm to the California Title 24 structural design requirements. The manufacturer must provide five (5) similar pole submittal project reviews approved by the California Division of State Architecture's office in the past two (2) years. The examples are to include the D.S.A. file numbers.

7. Lighting Manufacturer will supply certified photometric reports from Independent Testing Lab (ITL) or a Certified Lab along with an aiming angle summary for verification.

1.04 Sports Lighting Performance

- A. Illumination Levels and Design Factors: The illumination levels specified shall be based on light levels for 25 years. Light levels shall not drop below specified targeted lighting levels during the specified warranty period. Appropriate light loss factors shall be applied and submitted for the basis of design.

Area of Lighting	Light Levels	Uniformity	# of Points	Size of Area	Grid Spacing
Soccer Fields 1 - 10	30 footcandles	2.5:1	84	360' x 210'	30' x 30'
North and South Security Lighting	1.5 average footcandles	-	848	-	30' x 30'
East & South Pathway	2.5 average footcandles	-	104	-	30'

1.05 Spill And Glare Analysis

- A. Submitted spill/glare computer models shall depict the field test stations at the below listed locations. The test stations shall be shown every 30' along the line with the field lights on. Models shall represent readings taken with the meter positioned at 36 inches above grade. Bidder shall submit, as described below:

Field Test Station	Max Horizontal Footcandles	Max Vertical Footcandles	Max Candela Readings
150ft from the field line	0.50	0.50	15,100
East Road Spill – Across Road	0.50	0.50	3,000
East Road Spill	1.0	1.0	10,000

PART II – MATERIALS

2.01 MATERIALS

- A. Pole Structural Steel

1. The pole shafts shall be high strength low alloy tapered tubular steel that is equal to current ASTM A595 standards, with galvanized coating inside and out. All connections of pole sections shall be by slip fitting the top section over the lower section by a length of at least 1.5 times the diameters.
 2. Steel components of the poles shall be hot dip galvanized to current ASTM A-123. Steel portions of the pole shall be constructed such that all segments of the pole can be readily heated to like temperatures in commercially available galvanizing methods.
 3. To avoid problems of galvanize adherence to differing steel alloys, all steel components used for the pole must be of the same type steel.
 4. All exposed steel components of the pole shall be at least 18" above the surface of the ground to avoid exposure of the steel to the heavily moisture and oxygen laden air, both above and below the surface. There shall be a cap to cover the top of the pole so that rain will not enter the interior of the pole.
 5. To avoid stress corrosion of the pole, there shall be no weld points of the steel portion of the pole within 18" of the ground. The pole shall be galvanized steel.
 6. The poles for this project have been designed to withstand 95 mph winds based upon CBC-C standards. The premise of the wind speed criteria will be the 50 year mean recurrent isotach wind map. Applicable gust factors to be applied per code.
- B. Foundation Design
1. The Manufacturer shall provide a stamped foundation design, prepared by a Structural Engineer, licensed in the State of California.
 2. The foundation design shall be based upon recommendations contained in the Geotechnical Report furnished by the Owner. If a Geotechnical Report is not provided by the Owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by the 2022 CBC Table 1806.2.
 3. It is the contractor's responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with: Providing engineered foundation embedment design by a registered engineer in the State of California for soils other than specified soil conditions. Additional materials required to achieve alternate foundation. No direct burial steel poles allowed.
 4. Lightning Protection: Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A. If grounding is not integrated into the structure, the Manufacturer shall supply grounding

electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

C. LED Sports Lighting Fixtures:

1. The lens is permanently sealed to keep optics away from harmful environmental elements. Fixture is vented and filtered to adapt to environmental elements. Heat sink with a unique convective air cooling design with high thermal conductivity and corrosion resistant construction. Machine mounted surface for maximum heat transfer of diode assembly and maintains low LED junction temperature during high wattage operation. Custom high power diode package with a metal core printed circuit board. The light control visors are factory aimed. Controls and directs more light onto the field which reduced glare and spill and enhances the on-field playability. Fixture is powder coated gray.

D. Remote Electrical Enclosure:

1. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. Drivers are remote for ease of installation and servicing. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.

E. Wire Harness: Spiral wound, abrasion protection sleeve, strain relief, plug-in connections

F. Energy Consumption: The average kWh consumption for the entire facility shall not exceed 301.92kW for the lighting system.

G. Controls and Monitoring System:

1. Factory assembled lighting control cabinet (LCC) – The LCC shall be assembled and wired by a UL listed panel builder. The LCC shall contain Contactors, Monitoring and Control System and door mounted Manual off-on-auto selector switches. The LCC shall arrive at the job site ready to attach to an existing wall, switchgear, or a free standing enclosure.
 - a) Control Wire Terminations - The Control Wire Terminations shall include UL listed terminal blocks mounted on a DIN rail and 250 volt, 16 amp, touch safe type fuse holders.

- b) The ECE shall be constructed of aluminum and shall be powder coated gray. The cabinet door shall utilize a lockable, 3 point latching assembly that provides a NEMA 4 rated seal.
 - c) Contactor Modules – Contactors shall be UL listed for lighting applications. They shall be rated at full capacity, be electrically held, utilize a 120 volt coil and be rated for operation in a ambient temperature range from -40 degrees C to +70 degrees C.
 - d) Manual off-on-auto Selector Switches – For on site manual control, three position selector switches shall be factory mounted to the ECE door. The switches shall be keyed and maintain position, with make before break contacts. The switches shall be factory wired to control terminal blocks.
 - e) Warranty – The LCC shall be covered under the standard warranty for the accompanying lighting equipment.
- 2. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (manual or auto) and contactor status (open or closed). The Monitoring System shall be factory wired to control terminal blocks.
 - 3. Remote Lighting Control System: The Lighting Control System shall allow owners and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs. The Light Control System shall be factory wired to control terminal blocks.
- 1.01 Warranty**
- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering materials and labor for the entire system for 25 years from the date of shipment. Warranty shall specify light levels, system energy consumption, monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers

1.02 Field Technician

- A. Manufacturer shall have available a local factory trained technician to provide project support including but not limited to: Lamp replacement, confirm luminaire, aiming points, troubleshoot, and educate customer maintenance personnel.

END OF SECTION

SECTION 26 56 19

LED EXTERIOR LIGHTING

PART 1 - GENERAL

1.01 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 Summary

- A. Section Includes:
 - 1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
 - 2. Luminaire supports.
 - 3. Luminaire-mounted photoelectric relays.

1.03 Definitions

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.04 Action Submittals

- A. Product Data: For each type of luminaire.
 - 1. Arrange in order of luminaire designation.
 - 2. Include data on features, accessories, and finishes.
 - 3. Include physical description and dimensions of luminaire.
 - 4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
 - 5. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project.
 - a) Manufacturer's Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.

- b) Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
- 6. Wiring diagrams for power, control, and signal wiring.
- 7. Photoelectric relays.
- 8. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.
- B. Shop Drawings: For nonstandard or custom luminaires.
 - 1. Include plans, elevations, sections, and mounting and attachment details.
 - 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Include diagrams for power, signal, and control wiring.
- C. Sustainable Design Submittals:
 - 1. Product Data: BUG ratings.
- D. Samples: For each luminaire and for each color and texture indicated with factory-applied finish.
- E. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.
- F. Delegated-Design Submittal: For luminaire supports.
 - 1. Include design calculations for luminaire supports.

1.05 Informational Submittals

- A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Luminaires.
 - 2. Structural members to which equipment and luminaires will be attached.
 - 3. Underground utilities and structures.
 - 4. Existing underground utilities and structures.
 - 5. Above-grade utilities and structures.
 - 6. Existing above-grade utilities and structures.
 - 7. Building features.
 - 8. Vertical and horizontal information.
- B. Qualification Data: For testing laboratory providing photometric data for luminaires.
- C. Product Certificates: For each type of the following:
 - 1. Luminaire.
 - 2. Photoelectric relay.
- D. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.

- E. Source quality-control reports.
- F. Sample warranty.

1.06 Closeout Submittals

- A. Operation and Maintenance Data: For luminaires and photoelectric relays to include in operation and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project. Use ANSI and manufacturers' codes.
 - 2. Provide a list of all photoelectric relay types used on Project; use manufacturers' codes.

1.07 Maintenance Material Submittals

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps: Ten for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Glass, Acrylic, and Plastic Lenses, Covers, and Other Optical Parts: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 3. Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 4. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

1.08 Quality Assurance

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products and complying with applicable IES testing standards.
- C. Provide luminaires from a single manufacturer for each luminaire type.
- D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.
- E. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.09 Delivery, Storage, and Handling

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

1.10 Field Conditions

- A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.
- B. Mark locations of exterior luminaires for approval by Architect prior to the start of luminaire installation.

1.11 Warranty

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a) Structural failures, including luminaire support components.
 - b) Faulty operation of luminaires and accessories.
 - c) Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Period: 2 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 Luminaire Requirements

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. UL Compliance: Comply with UL 1598 and listed for wet location.
- D. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- E. Bulb shape complying with ANSI C79.1.
- F. CRI of minimum 80. CCT per drawings.
- G. L70 lamp life of 50,000 hours.
- H. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- I. Internal driver.
- J. Nominal Operating Voltage: per drawings.
- K. In-line Fusing: Refer to drawings.
- L. Lamp Rating: Lamp marked for outdoor use.
- M. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

2.02 Materials

- A. Metal Parts: Free of burrs and sharp corners and edges.
- B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.
- C. Diffusers and Globes:
 - 1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - 2. Glass: Annealed crystal glass unless otherwise indicated.
 - 3. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
- D. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- E. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
 - 1. White Surfaces: 85 percent.
 - 2. Specular Surfaces: 83 percent.
 - 3. Diffusing Specular Surfaces: 75 percent.
- F. Housings:
 - 1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
 - 2. Provide filter/breather for enclosed luminaires.
- G. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 - 1. Label shall include the following lamp characteristics:
 - a) "USE ONLY" and include specific lamp type.
 - b) Lamp diameter, shape, size, wattage and coating.
 - c) CCT and CRI for all luminaires.

2.03 Finishes

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

- C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- D. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
 - 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
 - a) Color: As selected from manufacturer's standard catalog of colors.

PART 3 - EXECUTION

3.01 Examination

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.
- C. Examine walls, roofs, and canopy ceilings for suitable conditions where luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 Temporary Lighting

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is substantially complete, clean luminaires used for temporary lighting and install new lamps.

3.03 General Installation Requirements

- A. Comply with NECA 1.
- B. Install lamps in each luminaire.
- C. Fasten luminaire to structural support.
- D. Supports:

1. Sized and rated for luminaire weight.
 2. Able to maintain luminaire position after cleaning and relamping.
 3. Support luminaires without causing deflection of finished surface.
 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- E. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- F. Install luminaires level, plumb, and square with finished grade unless otherwise indicated.
- G. Coordinate layout and installation of luminaires with other construction.
- H. Adjust luminaires that require field adjustment or aiming.

3.04 Corrosion Prevention

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: In concrete foundations, wrap conduit with 0.010-inch-thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.05 Field Quality Control

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 2. Verify operation of photoelectric controls.
- C. Illumination Tests:
1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IES testing guide(s):
 - a) IES LM-5.
 - b) IES LM-50.
 - c) IES LM-52.
 - d) IES LM-64.
 - e) IES LM-72.
 2. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
- D. Luminaire will be considered defective if it does not pass tests and inspections.

- E. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.06 Demonstration

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain luminaires and photocell relays.

3.07 Adjusting

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
 - 1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
 - 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION

SECTION 31 10 00 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Preserve and protect existing site amenities to remain, including, but not limited to, trees, shrubs, underground utilities and other improvements as shown on the Plans. Protection of work shall include affected improvements on adjoining properties.
- B. Scope of work includes: site preparation, removal of debris, staging of equipment and materials and securing the site for construction.

1.03 Related Work

- A. Section 31 20 00: Earthwork
- B. Section 01 57 23: Storm Water Pollution Control

1.04 Protection/Replacement

- A. Prior to demolition, erect protective fencing a minimum of one foot (1') beyond the canopy of all trees to remain. The radius of the canopy shall be measured from the longest branch furthest from the trunk. Refer to the environmental document for additional requirements for protective fencing on other existing natural features. For work within or near protected trees, a tree permit may be required.
- B. If public use is to be maintained on unaffected portions of the project site, the Contractor shall be responsible for directing pedestrian and vehicular traffic safely around the construction zone. Utilization of temporary fencing, barricades, signage, etc. shall be the responsibility of the Contractor. Safe detours shall be available to the general public at all times during the course of construction.
- C. Protection of existing site improvements shown to remain, including, but not limited to, fencing, signs, benches, picnic tables, play structures, shade structures, drinking fountains, concrete paving, concrete wall and curbs,

- decomposed granite paving, asphalt concrete paving, recreational site improvements, etc. are to be protected and preserved.
- D. The Contractor shall be responsible for any damage to and maintenance of all existing street improvements, drainage facilities and irrigation systems and to re-establish these improvements to their original condition as soon as possible after completion of the work in the area, to the complete satisfaction of the Project Manager and Inspector. Realignments or modifications to the existing facilities as shown on the plans are accepted.
 - E. Survey monuments and markers either shown on the Plans or encountered during the course of construction shall be protected and preserved. The Contractor shall notify the Inspector upon discovery of an unmarked monument, at which time, arrangements for the relocation or adjustment of the monument will be determined. All costs associated with the relocation or adjustment of these monuments shall be the Contractor's responsibility.
 - F. Burning or burying removed material on-site is prohibited.
 - G. Where the removal of specific material creates an open hole, pit, trench or other depression, the Contractor shall immediately backfill and compact the areas consistent with requirements outlined in Section 31 20 00 of these Specifications.
 - H. All items identified in the Plans to remain or identified in the field to remain, removed in error by the Contractor, shall be repaired or replaced to match in equal or better construction, at no cost to the City. The quality of the repair or replacement shall be measured as that existing at contract award.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

3.01 Pre-Construction Site Review

- A. Contractor shall review existing site conditions with the Inspector prior to start of construction and document any conditions which adversely affect the satisfactory execution of the work and final acceptance of the project.
- B. Commencement of work constitutes acceptance of existing conditions. The Contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work.

3.02 Clearing

- A. Completely remove trees, shrubs, stumps, vines, rubbish/debris, undergrowth, deadwood, structures, and other elements identified to be removed and/or which interfere with the construction as shown on the Plans and as specified.

- B. Obtain verification from the Project Manager for non-identified items scheduled to be removed prior to actual removal.

3.03 Grubbing

- A. Remove all stumps, roots, grasses and weeds in its entirety. Apply systemic weed killer. Confirm weed kill prior to removal.
- B. Once surface material is removed, the Contractor shall stockpile the top twelve inches (12") of topsoil for use during the final grading phase of work. This soil shall be free of rocks, debris, roots and other undesirable material.

3.04 Utilities

- A. Contact USA Alert (800) 642-2444 prior to commencement of any demolition or excavation work. Provide a minimum of 48 hours' notice. Verify all utilities entering into and their locations within the project site.
- B. Where utilities lie within the project site, but are not a part of the project, the Contractor shall cooperate with the agency or utility company having jurisdiction to maintain its use and the integrity of the structure.
- C. Where utilities enter into the project site and taps, connections to or extensions of the utility are identified in the Plans, the Contractor shall coordinate all work with the agency or utility company having jurisdiction to minimize or eliminate disruption of use by the adjacent properties.
- D. Verify that all utilities, shown to be removed on the Plans, are inactive and turned off prior to disconnection and/or re-routing, prior to demolition.

3.05 Debris Removal

- A. All materials removed as a part of this contract shall become the property of the Contractor and shall be legally disposed of off-site, unless otherwise noted on the Plans.
- B. Where a portion of a concrete slab, curb or wall and asphalt concrete paving or curb is to be removed, the concrete shall be cut with a concrete saw at a 90 degree angle so that the edge of the remaining concrete shall form a neat, straight line. Conform to the City of Roseville Design and Construction Standards, latest edition.

END OF SECTION

SECTION 31 20 00 EARTHWORK

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the Caltrans Standard Specifications, latest edition, shall be in addition to the standards provided herein.
- D. The requirements set forth by CAL OSHA shall be in addition to the standards provided herein.

1.02 Description

- A. Provide all labor, operations and materials necessary for earthwork, including, but not limited to, staking and surveying, grading; excavating; installation of facilities necessary to perform excavation and subsequent removal of such facilities upon completion of work; subgrade preparation; backfilling; and other incidental items necessary for a complete project.
- ~~B.~~ This project is a balanced cut and fill project.
- C. The intent of the grading plan is to provide positive drainage and to maintain slopes on walkways as required by the Americans with Disabilities Act and California Title 24 throughout the project site. The Project Manager shall be notified immediately of any discrepancies between the Plans and actual field conditions and/or conflicts between the design and code requirements.

1.03 Related Work

- A. Section 31 10 00: Clearing and Grubbing
- B. Section 33 00 00: Utilities
- C. Section 32 84 00: Irrigation System
- D. Section 32 90 00: Planting
- E. Section 26 00 00: Site Electrical
- F. Section 01 57 23 Storm Water Pollution Control

1.04 Quality Assurance

- A. All work shall conform to local codes and regulations, including standards set forth in the Standard Specifications of the State of California, Business and

Transportation Agency, Department of Transportation (Caltrans), Chapter 70 of the Uniform Building Code and ASTM.

- B. Relative compaction shall be the in-place dry density of soil denoted as a percentage of the maximum dry density of the same material. This shall be as determined by ASTM 1557. The optimum moisture is measured by the water content which corresponds to the maximum dry density.
- C. Upon discovery of unforeseen subsurface site conditions, the Contractor shall notify the Inspector immediately.
- D. Upon discovery of hazardous materials, cease all activity and immediately contact the Fire Department.

1.05 Protection

- A. Provide and install all supports, shoring, bracing, underpinning, sheet piling and other methods for the sides of excavations necessary for ensuring safe working conditions for the workmen and to protect adjacent improvements to remain.
- B. Provide any and all protection measures necessary to ensure the protection of the workmen, the general public, including children and the project site. These protection requirements remain the Contractor's sole responsibility throughout the duration of the project, including non-working hours.
- C. Do not obstruct vehicular, bicycle or pedestrian thoroughfares, unless previously accepted by the City. Provide safe and adequate detours around the construction as required by City and State regulations.
- D. Trenches shall be covered at all times when work directly associated with the trenches is not occurring, including non-work hours.
- E. During the course of construction, the Contractor shall ensure that surface drainage does not create a nuisance onto adjacent properties.

1.06 Erosion Control Measures

- A. Construction sites shall have required erosion and sediment control measures in place as required by the SWPPP. If construction is in progress, the Contractor shall ensure that the construction site is prepared prior to the onset of any storm. At a minimum, erosion control measures shall include:
 - 1. Broadcast seed
 - 2. Drainage area protection
 - 3. Dust/mud control
 - 4. Drain inlet filters
 - 5. Silt fence and straw wattles
 - 6. Slope protection
 - 7. Straw bales
 - 8. Silt controlling devices

PART 2 - PRODUCTS

2.01 Base Rock

- A. Class 2 aggregate base per Caltrans Standard Specifications, latest edition.

2.02 Drain Rock

- A. Drain rock shall be Class 2 permeable, washed, unbroken stone or gravel. Material gradation shall conform to the following:

Sieve Size	Percent Passing
1 inch	100
No. 4	20-50
No. 50	0-10
No. 200	0-5

2.03 Pea Gravel

- A. Pea gravel shall be natural stone, free of clay, shale or organic matter, and shall conform to the following:

Sieve Size	Percent Passing
3/8 inch	100
No. 4	47
No. 8	2
No. 16	1

2.04 Fill

- A. Structural Fill shall conform to Caltrans Standard Specifications or the accepted site-specific geotechnical report generated for the project.
- B. Fill for non-structural areas shall conform to the following standards:
1. Plasticity: ASTM D4318-84
 2. Expansion Index: No greater than twenty (20)
 3. Testing: UBC 29-9 and ASTM D422-72
 4. Particle Size: No greater than one inch (1")

2.05 Topsoil

- A. The top eight to ten inches (8" – 10") of native soil containing more than three percent (3%) organic material. Topsoil shall be free of rocks no larger than one inch (1") in diameter, free from subsoil, roots, heavy or stiff clay, coarse sand, destructive seeds, noxious chemicals, brush, debris, litter and other undesirable materials.
- B. For any import soil to be used in turf/planting areas, submit a soils analysis with soil amendment recommendations (for plant growth) for review and acceptance prior to placement on-site. Soils test information shall be as outlined in Section 32 90 00: Planting – 1.06.

2.06 Soil Sterilant

- A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.
- B. Soil sterilant is not needed in chemically treated areas.
- C. Chemical treated areas shall be per geotech report (Appendix C attached)

2.07 Sand

- A. Granular, fine, free of organic matter, mica, loam or clay material.

PART 3 - EXECUTION

3.01 Construction Staking

- A. The layout of all work shall be performed by a California State licensed land surveyor provided by the Contractor.
- B. Notify the Inspector immediately of any discrepancies between actual field conditions and the Plans. Minor field adjustments may be necessary in order to fulfill the intent of the Plans.
- C. Non-notification of discrepancies between actual field conditions and the Plans by the Contractor, in writing, shall indicate his acceptance of such field conditions. Adjustments/modifications to the construction to accommodate the inconsistencies (without notification) shall be at no additional cost to the City.

3.02 Excavation

- A. All excavations shall be as noted on the Plans. Excavations shall include accommodation of base material.
- B. Do not over-excavate. Excavations shall provide appropriate space to install shoring, bracing, formwork, etc, as needed to ensure the safe and proper construction of the work.
- C. Take every precaution to prevent water from entering, softening, and undercutting excavated areas, including, pits, footings, trenches, etc.
- D. Notify the Inspector immediately upon discovery of unsatisfactory soils materials or unforeseen site conditions. Excavation shall include the complete removal of the unsatisfactory material and its legal disposal thereof.

3.03 Site Grading

- A. A grading permit is required to be obtained by the Contractor prior to commencing any earthwork.
- B. Grading shall include adjacent transition areas, new elevations/contours as shown on the Plans. All subgrade areas shall be graded parallel to the finish grades and contours and shall be uniform in slope. Transition areas shall

- provide a smooth connection between new and existing grades and shall not create additional drainage or ponding onto adjoining properties.
- C. Surface grades shall provide for positive drainage away from structures and footings, and shall be uniformly smooth throughout.
 - D. Rough grading shall:
 - 1. Be graded to a tolerance of 0.10 feet, plus or minus for planted and turf areas.
 - 2. Be graded with a tolerance less than .04' from specified grade and cross section for subgrade in which pavement, curbs and other structural elements are to be placed immediately above.
 - 3. Provide a subgrade surface free of exposed rocks, stones and boulders.
 - 4. Provide a subgrade surface free of depressions, pits, etc., with proper backfill and compaction. See paragraph 3.04 below.

3.04 Placement of Fill Material

- A. Prior to placement of fill material, the Contractor shall:
 - 1. Obtain approval of the subgrade surface from the Inspector.
 - 2. Scarify, dry and compact soft and/or wet areas.
 - 3. Remove and replace unsuitable subgrade material to the satisfaction of the Inspector.
 - 4. Take all necessary corrective action.
- B. Do not use topsoil as fill or backfill material, unless otherwise accepted in writing.
- C. Fill shall be placed in the following manner:
 - 1. Accepted engineered fill material for structural slabs and areas to be paved shall be placed in six-inch (6") loose thickness, uniform layers over the entire area.
 - 2. Fill material in planted areas shall be placed in twenty-four inch (24") maximum loose thickness throughout the areas to receive fill.
- D. Aerate or water each lift to obtain the required compaction rate indicated on the Plans. Thoroughly mix material to ensure proper moisture content for compaction. Repeat the operations until grades, as shown on the Plans, are obtained. Jetting of trenches shall be reviewed and accepted by the Inspector prior to performance of work.
- E. Do not place fill when the subgrade is frozen, muddy or wet. Allow conditions to thaw and dry out before resuming operations.
- F. Use hand tampers or vibrating compactors around foundations walls, retaining walls and other structural elements. Do not use large equipment in these areas and do not begin compaction operations until the bearing surfaces have reached its design strength.
- G. Fill around existing trees to remain shall not exceed twelve inches (12").

1. Minor fill (6" or less) shall utilize topsoil and shall be placed by hand. Do not cover crown of trunk. Feather grades to the extent possible.
 2. Fills between 6" and 12" shall utilize 3/4" pea gravel on grade, placed up to three inches (3") below finish grade. Apply topsoil, by hand, to meet finish grade elevations. Feather grades to the extent possible.
- H. Construct mounds from on-site material. The core of the mound (1' below finish elevations) shall be compacted to 90%. The top twelve inches (12") shall be compacted to 85%. Place topsoil in the top twelve inches (12").
- I. Place topsoil in all turf and planting areas a minimum of twelve (12) inches deep. See Section 31 10 00, 3.03-B: Clearing and Grubbing.

3.05 Trenching, Backfilling and Compacting

- A. For trenches greater than five feet (5') in depth, submit an OSHA permit related to the work.
- B. All trenches shall be straight, true and cut vertical at 90 degrees to the surface plane.
- C. For trenches through existing paved surfaces, use a concrete saw or other tool to achieve straight, clean lines. Replace paved surface to the same or better condition as existing prior to cut.
- D. Do not over-excavate. Maintain bearing surfaces true, level and undisturbed to the extent possible.
- E. Trenches shall be kept dry and frost-free. Do not allow standing water to collect.
- F. Do not allow trenches to remain exposed at any time when work directly related is not occurring. Cover all trenches during non-work hours.
- G. Bedding for all trenches to receive pipes shall be as follows:
1. Bedding material shall be consistent with the City of Roseville Design and Construction Standards, latest edition.
 2. Pipe shall lie completely on bedding. Pipe fittings or joints shall not bear weight.
 3. Bedding shall be uniform throughout the length of pipe.
- H. Initial backfill for storm drains, sewer lines and electrical conduit shall conform the applicable City standard set forth by the Department having jurisdiction.
- I. Backfill beyond the initial operations shall be native soil, placed in twelve-inch (12") lifts. Compaction for trenched areas shall be 95% for parking lot, driveway and roadway areas; 90% for hardscape (i.e. walkways, picnic pads basketball and tennis courts); and 85% in areas to be planted. Place topsoil over trenches in planted areas. Upon completion, all trenches shall be filled flush with adjacent finish grades.
- J. Compaction tests shall be required for trenched areas, hardscape areas and areas where fill over two feet in depth will be placed. The Inspector shall

determine the number of tests and the locations. Re-tests shall be the Contractor's responsibility.

- K. Potholing shall be required in areas where existing utilities are indicated. Hand digging may be required.

3.06 Soil Sterilant

- A. Soil sterilant shall be applied to areas where paving is to be installed. The worker applying the sterilant shall take every precaution to avoid overspray of sterilant onto areas to be planted. The sterilant shall be placed no further than six inches (6") beyond the edge of pavement.
- B. Soil sterilant shall not be applied in inclement weather and windy days.
- C. Soil sterilant does not need to be used in chemically treated areas.

3.07 Drainage Areas

- A. All bare areas, regardless of slope, within 50 feet of natural drainages shall be covered with straw and pressed in place.
- B. No grading or trenching, except as required for erosion or sediment control, shall occur within 35 feet from the centerline of perennial and intermittent drainage swales between October 5 and April 1 unless approved by the Engineering Division, as well as any other governmental agency which may have additional jurisdiction and/or requirements.

3.08 Dust/Mud Control

- A. Adjacent Streets: Adjacent street frontages shall be swept at least once a day to remove silt and other dirt which is evident from construction activities.
- B. Construction Vehicles: The Contractor is responsible for cleaning construction vehicles leaving the site on a daily basis to prevent dust, silt, mud and dirt from being released or tracked offsite. Adjacent streets shall be swept clean daily.
- C. Grading Spoils: Dry stockpiles of soil shall be watered to prevent the generation of airborne dust. Trucks transporting dry soil shall be covered with tarpaulins.
- D. Water: Water shall be sprayed on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities. The exposed earth shall be watered throughout the day to minimize dust. The Contractor shall obtain a hydrant permit from the Environmental Utilities Department.
- E. Wind Allowances: Grading activities shall be restricted or halted when winds exceed 15 miles per hour as deemed necessary by the Public Works Inspector.

END OF SECTION

SECTION 31 23 00

EXCAVATION AND FILL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Trenching, backfilling, and compaction required for, but not necessarily limited to, the following:
 - 1. Sanitary sewer line installation.
 - 2. Storm drainage system installation.
 - 3. Potable water line installation.
 - 4. Irrigation system installation.
 - 5. Electrical conduit installation.
- B. Related Requirements:
 - 1. Section 01 33 00 - Submittal Procedures
 - 2. Section 01 71 23 - Field Engineering
 - 3. Section 01 78 39 - Project Record Drawings
 - 4. Section 32 11 00 - Base Courses
 - 5. Section 32 90 00 - Planting
 - 6. Section 33 00 00 - Utilities

1.02 REFERENCES

- A. State of California, Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications."

1.03 SEQUENCING AND SCHEDULING

- A. Refer to all other Contract Documents, determine the extent and character of related work, and properly coordinate work specified herein with that described elsewhere to produce a complete, operational installation.

1.04 Closeout Submittals

- A. Project Record Drawings:
 - 1. Conform to requirements specified in Section 01 78 39 - Project Record Documents.
 - 2. Accurately record locations of utilities remaining, re-routed utilities, new utilities, and newly discovered utilities by horizontal dimensions, elevations, inverts and slope gradients as practical.

1.05 QUALITY ASSURANCE

- A. Control of Work: Comply with Section 5 of the Standard Specifications.
- B. Control of Materials: Comply with Section 6 of the Standard Specifications.
- C. Trench Safety: Comply with applicable portions of Sections 5 and 7 of the Standard Specifications and requirements of OSHA and other agencies having jurisdiction).

1.06 FIELD CONDITIONS

- A. Wet Conditions: No trenching shall occur when excessively wet conditions exist in the opinion of the Owner's Representative.
- B. Dry Conditions: Contractor shall provide dust control in conformance with Section 10 of Standard Specifications and shall provide water to work as necessary to achieve compaction goals.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Materials shall be free of debris, roots, wood, scrap material, vegetative matter, refuse, soft unsound particles, or other deleterious and objectionable materials.
- B. Bedding for Utility Piping: Sand conforming to Section 19-3.02E(2) of the Standard Specifications.
- C. Native Backfill: Native backfill shall be acceptable soil material excavated from the project site. This material will be considered unclassified and no testing other than for compaction will be required. Additional material required for backfill shall be acceptable to the Owner's Representative.
- D. Permeable Material: Permeable material shall be Caltrans Class II permeable rock material.
- E. Slurry Fill: Controlled low-strength fluid material (CLSM) consisting of water, Portland cement, aggregate, and fly ash with slump of 10 inches or more and an unconfined compressive strength of 200 psi or less.
- F. Aggregate Base: As specified in Section 32 11 00 - Base Courses.

PART 3 - EXECUTION

3.01 PREPARATION

A. General:

1. Prior to trenching, the Contractor shall pothole existing utilities at locations indicated or implied on the Drawings, where new piping or utilities will cross existing utilities of uncertain depth to determine the elevation of the utility in question and ensure that the new line will clear the potential obstruction.
2. The Contractor shall mark out construction areas in white with non-permanent paint and contact Underground Service Alert (U.S.A.), 800-642-2444, to locate all known utilities a minimum 48 working hours prior to any excavation.
3. Should an existing crossing utility present an obstruction, the proposed line shall be adjusted as acceptable to the Owner's Representative to clear the existing utility.

3.02 TRENCH EXCAVATION

A. General:

1. Excavation shall include removal of water and materials that interfere with construction. Remove water which may be encountered in the trench by pumping or other methods prior to pipe laying, bedding and backfill operations. Trenches shall be sufficiently dry to permit proper jointing and compaction.
2. Contractor is responsible for directing vehicular and pedestrian traffic safely through or around the work area at all times.
3. The Contractor shall relocate, replace, reconstruct or repair, to an "as-was" or better condition, surface or subsurface improvements which are in the line of construction or which may be damaged, removed, disrupted or otherwise disturbed by the construction activities. Except as specified in other Sections or shown in the Drawings, this provision applies to all surface improvements of whatever nature such as walls, fences, above-grade utilities, landscaping, paving, structures, or other physical features whether shown in the Drawings or not and to all subsurface improvements such as utilities which may be indicated in the Drawings or marked in the field. The Contractor shall connect modified utilities to existing systems and leave work in an operating condition. The cost of this work shall be considered as included in other items of work and no additional compensation will be allowed.
4. The maximum allowable trench width at the top of pipe shall be 18 inches greater than the pipe diameter.
5. New utility trenches extending deeper than 2 feet below finish grade should be located a minimum of 5 feet away from footings and foundations.

B. Existing Paving Areas:

1. Existing asphalt paving over new trenches shall be sawcut, removed, and legally disposed. Existing asphalt paving shall be neatly sawcut 1 foot greater on each side than the trench width. If a longitudinal pavement joint or edge of pavement is located within 3 feet of the limit of excavation, intervening pavement shall be removed and replaced after completion of backfilling. If curb, gutter, or similar concrete improvement are to be replaced, the adjacent existing asphalt paving shall be sawcut 2 feet from the edge of concrete.
2. Existing portland cement concrete paving over new trenches shall be sawcut to a minimum depth of 1-1/2 inches in straight lines either parallel to the curb or at 90 degree angles to the alignment of the sidewalk prior to being broken out. No section to be replaced shall be smaller than 30 inches in either length or width. If the sawcut would fall within 30 inches of a construction joint, expansion joint, or edge, or within 12 inches of a score mark, the concrete shall be removed to the joint, edge, or mark.

C. Walkway Areas:

1. Backfill for trenches or other excavations within walkway areas should be compacted in 6 inch maximum layers, unless otherwise noted, with hand-held tampers to assure adequate subgrade support.

D. Compacted Fill Areas:

1. Where trenches are to be excavated in compacted fill, these trenches shall be backfilled with the fill materials excavated and re-compacted in the layers and to the density specified for the particular area.

E. Open Trench:

1. No trench shall be left in an open un-protected condition at the end of the day. At the end of the day, open trenches shall be protected in a manner acceptable to the Owner's Representative.
2. Provisions for trench crossings and access shall be made at all street crossings, driveways, water gate valves, and fire hydrants unless otherwise acceptable to the Owner's Representative.

F. Excavated Material:

1. Excavated material not required for backfill or of value to the Owner shall be removed and legally disposed of by the Contractor at no additional cost.
2. Material excavated in streets and roadways shall be laid alongside the trench no closer than 2 feet from the trench edge and kept trimmed to minimize inconvenience to public traffic.
3. Provisions shall be made whereby all storm and waste water can flow uninterrupted in gutters or drainage channels to drainage structures.
4. Excavated material shall not be stored on existing landscaping or paving without provisions being made to protect the surface below from being stained or otherwise adversely affected.

G. Shoring

1. Should excavations extend more than 4 feet below existing ground surface, shoring will be required.
2. For trenching greater than 4 feet deep side slopes are not to exceed 1-1/2 : 1 with a depth of 20' max.
3. When trenching greater than 4 feet deep, provide a trench box or shield approved by a PE or designed with accompanying tabulated data approved by a PE.
4. Provide shoring, bracing, or underpinning when trenching next to adjoining walls, sidewalks, or pavements. There shall be no trenching below the base or footing of a foundation that can reasonably be expected to pose a hazard to workers unless one of the mentioned support systems is used.
5. Follow OSHA standards for maintaining, installing, and removing support systems.
6. Utility trenches shall be excavated according to accepted engineering practices following OSHA.

3.03 PIPE BEDDING

A. Stabilization of Trench Bottom:

1. When the trench bottom is unstable due to wet or spongy foundation, trench bottom shall be de-watered as necessary. The Owner's Representative will determine the suitability of the trench bottom and the amount of sand, gravel, or crushed rock needed to stabilize the soft foundation.

3.04 TRENCH BACKFILL AND COMPACTION

A. General:

1. Construct backfill in two operations, initial and final.
2. Do not backfill where the foundation material in trench is already saturated, except as acceptable to the Owner's Representative. Provide a minimum cover as shown or specified.
3. Where settling greater than the tolerance allowed for grading occurs in trenches and pits due to unstable subgrade material, excavate to the depth necessary to rectify the problem, then backfill and compact the excavation as specified herein and restore the surface to the required elevation.
4. Place final backfill in 6-inch maximum loose lifts for utilities under roads, streets, concrete slabs or other areas to be paved and synthetic turf subgrade areas.
5. Compact backfill surrounding ducts, conduits, pipes and other structures, including the top 12-inches of subgrade to 95 percent maximum density in accordance with ASTM D1557.
6. Backfill to permit the rolling and compacting of the completed excavation with the adjoining material providing the specified density necessary to enable rock placement of paving of the area immediately after backfilling has been completed.
7. Where trenching occurs at chemically treated subgrade, backfill using a controlled low-strength material (CLSM) slurry as specified.

B. Initial Backfill:

1. Prior to trench backfill, the condition of the trench and laying of pipe shall be acceptable to the Owner's Representative.
2. Select backfill material shall be used as initial backfill for all utilities except irrigation piping, except as otherwise noted and specified.
 - a. After the pipe has been properly laid and accepted by the Owner's Representative, selected backfill material shall be placed on both sides of the pipe and compacted to the depth shown in the Drawings.
 - b. Compaction: The initial backfill material shall be hand tamped in layers not exceeding 4 inches in uncompacted depth and shall be brought up uniformly on both sides of the pipe to avoid bending or distortional stress. After handtamping, the relative compaction of the initial backfill material shall be at least 95 percent relative compaction.
3. Where trenching occurs at chemically treated subgrade, backfill using specified controlled low-strength material (CLSM) slurry.
 - a. The mixture shall be placed using chutes, conveyors, buckets, or pumps depending upon accessibility.
 - b. Placed in lifts to prevent piping from floating.
 - c. Do not vibrate.

C. Final Backfill:

1. Native backfill material shall be used for final backfill, unless otherwise noted.
2. Compaction: Final backfill compaction shall be by mechanical means with backfill material placed in layers not exceeding 6 inches in loose depth. Each layer shall be thoroughly compacted before succeeding layers are placed. The use of machine tampers, except manually held types, shall not be permitted. Final backfill shall be compacted to a relative compaction of 95 percent for paving areas and synthetic turf subgrade areas. In planting areas, provide acceptable topsoil to required depth compacted to 85 percent to 89 percent maximum relative compaction.

D. Jetting: No jetting will be allowed.

3.05 TRENCH SURFACING

A. General:

1. In unimproved areas, the trench surface shall be restored to its original condition. No mounds of earth shall be left along the trench.
2. Backfill shall be flush with adjoining grade in a firm, unyielding position with no visible settling for a period of one year after Final Acceptance.

B. Paved Areas:

1. Temporary surfacing acceptable to the Owner's Representative shall be laid within 1 day after backfilling, except where the Contractor elects to place permanent surfacing within this time period, until permanent paving is installed.

END OF SECTION

SECTION 32 11 00

BASE COURSES

PART 1 - GENERAL

1.01 Summary

- A. Section Includes:
 - 1. Grading and compaction of subgrade soil for areas to receive pavement, structures, and base material.
 - 2. Furnishing and placing of aggregate base material.
- B. Related Requirements:
 - 1. Section 01 71 23 - Field Engineering
 - 2. Section 31 20 00 - Earth Moving
 - 3. Section 32 12 16 - Asphalt Paving
 - 4. Section 32 13 13 - Concrete Paving

1.02 References

- A. State of California, Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications."

1.03 Administrative Requirements

- A. Submittal Procedures: Action Submittals shall be submitted in accordance with Section 01 33 00 - Submittal Procedures.
- B. Sequencing and Scheduling
 - 1. Work of this Section shall not proceed until all underground utilities and irrigation sleeving have been installed and accepted.
 - 2. Contractor shall schedule work so that installation of paving and surfacing occurs no later than 5 working days after placement and proper compaction of base materials. Base materials left un-paved longer than this time period shall be subject to testing and re-compaction at the contractor's expense.

1.04 Action Submittals

- A. Certificates of compliance, including sieve analyses, for products and materials proposed to be used in work covered by this Section.

1.05 Quality Assurance

- A. Control of Work: Conform to Section 5 of the Standard Specifications.
- B. Control of Materials: Conform to Section 6 of the Standard Specifications.

1.06 Field Conditions

- A. Wet Conditions: Do not prepare subgrade or place base material when excessively wet conditions exist as determined by the Owner's Representative.
- B. Dry Conditions: Contractor shall provide dust control in conformance with Section 10 of Standard Specifications and shall provide water to subgrades and base courses as necessary to achieve compaction goals.

1.07 Delivery, Storage, And Handling

- A. Materials shall be stockpiled on site in locations that, in the opinion of the contractor, cause least interference with construction operations and as acceptable to the Owner's Representative.
- B. Materials shall not be stockpiled in proposed planting areas.
- C. Protect materials from segregation, contamination and wind and water erosion.

PART 2 - PRODUCTS

2.01 Materials

- D. Aggregate Base: Class 2, 3/4 inch maximum material conforming to Section 26-1.02A of the Standard Specifications No recycled materials will be accepted for synthetic turf, all-weather track surfacing, or building pad areas. All other paving and surfacing using aggregate base can use recycled materials.

PART 3 - EXECUTION

3.01 Subgrade Preparation

- A. Preparation of subgrade shall conform to Section 6 of the Standard Specifications and as specified in Section 31 20 00 - Earth Moving.
- B. Remove unsuitable subgrade material as necessary and replace with suitable material or aggregate base per the discretion of the Owner's Representative
- C. Verify the following placement is not at variance with recommendations of the Geotechnical Engineer

3.02 Base Material Placement

- A. Conform to Section 26 of the Standard Specifications.
- B. Obtain acceptance of subgrade preparation work prior to placing base material thereon.
- C. Place and compact base material in 6 inch maximum lifts unless otherwise noted. Compaction shall be at least 95 percent relative compaction.
- D. Base material shall be moisture conditioned to between optimum and 3 percent above optimum prior to placement and compaction.

3.03 Tolerances

- A. Conform to Section 26 of the Standard Specifications, unless more stringent requirements in these Contract Documents are provided, in which place the more stringent tolerances shall govern.

3.04 Clean-Up Of Work Area

- A. The Contractor shall remove and legally dispose of excess materials, spoils, and debris from the job site on a daily basis.

3.05 Protection Of Finished Product

- A. The Contractor shall provide lighted barricades, signs and other devices as necessary to prevent damage to finished base courses.

END OF SECTION

SECTION 32 12 16 ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.
- D. The standards set forth in the State of California, Title 24, Americans with Disabilities Act, latest edition, shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of asphalt concrete paving, including international disabled signs as shown in the City Standard, as shown on the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications for asphaltic concrete, latest edition.

1.04 Tolerances

- A. All surface areas shall drain. Ponding, puddling or birdbaths are not acceptable.
- B. Surface grades shall conform to the following:

Description	shall not exceed, ... from indicated line, grade or thickness
Base Course	0.1 foot +/-
Finish Surface	0.05 foot +/-
Thickness of finished pavement	0.01 foot less

- C. Flatness: maximum variance of 1/8" as measured with a ten (10) foot straight edge.

1.05 Testing

- A. Testing shall occur during the installation of pavement. The number and frequency of tests shall be as determined by the Inspector.

PART 2 - PRODUCTS

2.01 Aggregate Base

- A. Conform to Caltrans Standard Specification, Section 26 paragraph 1.02B, Class 2.

2.02 Asphalt Concrete

- A. Conform to Caltrans Standard Specification, Section 39 and the City of Roseville Design and Construction Standards, latest edition.

2.03 Soil Sterilant

- A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.
- B. Soil sterilant is not needed in chemically treated areas.

2.04 Striping

- A. Traffic marker paint, in accordance with Caltrans Standard Specifications, Section 83-3.02.
- B. Thermoplastic marking tape in accordance with Caltrans Standard Specifications, Section 84-2.02. (Required for bike trails)

2.05 Accessible Parking Signs

- A. Signs for parking stalls shall conform to the California Manual on Uniform Traffic Control Devices (CMUTCD), the Standard Highway Signs manual with the Caltrans California Sign Specifications.
- B. Notification sign: Notification sign shall read: "Unauthorized vehicles parked in designated handicapped spaces not displaying distinguishing placards or license plates issued for physically disabled persons may be towed at owner's expense. Towed vehicles may be reclaimed at Roseville PD, 1051 Junction Blvd or by telephoning (916) 774-5000. CVC 22511.8".
- C. Sign posts: shall conform to Section 56 Signs in the City of Roseville Design and Construction Standards.

PART 3 - EXECUTION

3.01 Preparation

- A. Upon completion of grading operations, compact the subgrade at the required elevation to a relative compaction density of 95%, unless otherwise noted on the Plans. A load or performance test shall be conducted in the presence of the Inspector prior to the placement of AC.
- B. Apply soil sterilant per manufacturer's directions. Limit the work zone of the sterilant application to the area to receive paving plus three feet (3') on each side.
- C. Completely install redwood header as shown in the City of Roseville Parks Construction Standards, latest edition, if shown on the Plans.
- D. No material shall be placed in muddy conditions, nor shall any material be placed during or immediately after inclement weather, i.e. rain storms, temperatures below 35 degrees F, etc.
- E. In areas where soil conditions are less than optimal, geotechnical tests shall be performed to verify compaction rates. The Inspector shall determine the number of tests necessary in order to verify conditions. Initial tests will be provided by the City. Re-tests shall be the Contractor's responsibility.

3.02 Installation

- A. Spread aggregate base material in six-inch (6") lifts.
- B. Compact base surface to a relative compaction of 95% and in accordance to the Caltrans Standard Specifications, Section 26.
- C. Spread asphalt concrete material in accordance to the Caltrans Standard Specifications, Section 39.
- D. Upon completion, apply water to the finished surface and allow water to run-off. All areas of ponding, puddling or birdbaths shall be filled with asphalt and fine aggregate. Conform fill surface with adjacent surface to the point edges are not visible.
- E. Take every precaution to protect adjacent amenities or structures from material spillage or damage. In case of spillage or damage, the Contractor shall immediately repair or replace the damaged area to the satisfaction of the City.
- F. Clean and oil all manhole covers, grates and other surface structures within the pavement area.
- G. All new asphalt concrete paving shall receive a fog seal at a rate of 1/12 to 1/10 gallon of undiluted emulsion per square yard. All work shall conform to Caltrans Standard Specifications, Section 37. **Once sealed, parking of vehicles and/or equipment or stockpiling of material on the finished surface is prohibited.**
- H. Clean all surface structures that lie within the asphalt concrete area.

3.03 Striping

- A. Conform to the City of Roseville Design and Construction Standards, latest edition.
- B. Ensure that all pavement to receive striping is completely cured. Clean all pavement surfaces.
- C. Accurately lay out all pavement markings, including, parking stripes, centerline stripes, international disabled parking logo, striping for disabled access ramp, directional arrows, game court lines and other pavement markings as shown on the Plans or as required by code.
- D. All pavement lines, striping and lettering shall be four inches (4") in width, unless otherwise indicated on the Plans.
- E. Lines painted with traffic paint shall receive two coats of paint. Allow each coat to dry completely prior to applying the second coat.
- F. Apply all pavement markings on clean, dry surfaces, during weather conditions where temperatures are higher than 35 degrees F, no rain is occurring or predicted within the next twenty-four (24) hours, and the humidity is less than 80.
- G. Remove all excess adhesives and tracking onto unmarked areas.
- H. All pavement striping applications shall conform to Caltrans Standard Specifications, Sections 84 and 85.

3.04 Accessible Parking Signs (For parking lots only)

- A. Verify that the language on the signs meets with current laws and regulations prior to installation. Immediately notify project manager of discrepancies.
- B. For signs at parking stalls: install one per space designated for disabled parking. Locate sign as shown on the Plans. Verify location in the field prior to installation. Sign bottom shall be set at seven feet (7') above finished grade.
- C. For notification signs: install one per driveway entrance. Verify location in the field prior to installation. Sign bottom shall be set at two feet (2') above finished grade unless otherwise directed.
- D. Sign post installation shall conform to TS-17A of the City of Roseville Development Services Design and Construction Standards.

3.05 Protection and Cleaning

- A. Do not allow equipment or vehicles to park on new asphalt surfaces upon completion of fog seal operations. At his discretion, the Contractor may allow the parking of equipment and vehicles on the asphalt concrete **AFTER** the asphalt concrete material has been laid, passing applicable compaction tests and **PRIOR TO** applications of fog seal and striping.

END OF SECTION

SECTION 32 18 13

SYNTHETIC TURF PLAYING FIELD

PART 1 - GENERAL

1.01 Summary

- A. Section Included: Synthetic grass playing field system consisting of, but not necessarily be limited to, the following:
 - 1. Synthetic grass system consisting of 2 inch tall monofilament.
 - 2. A resilient infill system consisting of cork and graded sand.
- B. Related Requirements:
 - 1. Section 32 18 14 - Synthetic Turf Base

1.02 References

- A. ASTM Standard Test Methods:
 - 1. D1335: "Standard Test Method for Tuft Bind of Pile Yarn Floor Coverings."
 - 2. D5848: "Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering."
 - 3. F355: "Standard Test Method for Shock-Absorbing Properties of Playing Surfaces."
 - 4. F1936: "Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field."
- B. FIFA rules of the Game as applicable for NCAA Soccer Rules.

1.03 Administrative Requirements

- A. The City shall provide turf through a separate contract.
- B. Contractor to coordinate timing for order to ensure the product is delivered when needed.

1.04 Action Submittals

- A. Drawings to be included in turf purchase:
 - 1. Seaming plan.
 - 2. Installation details; edge detail, utility box detail, and other conditions of the installation.

3. Field layout and striping plan including field colors, including field line layouts and colors.
4. Final electronic versions of artwork.

B. Samples:

1. Turf, 4" x 4" in size, illustrating details of finished product.
2. Loose samples, 1 foot square, of the turf backing and tufted fibers.
3. One quart samples of the following:
 - a. Purefill-Cork infill.

1.05 Informational Submittals

A. Manufacturer's installation instructions.

B. Certifications:

1. Project specific letter from turf manufacturer on the company letterhead certifying that the products to be provided meet or exceed all specified requirements, and state that the installer meets the specified qualifications above and is certified by the manufacturer to install the synthetic turf specified and to be provided.

C. Certified copies from an independent third-party laboratory reports for results of the following tests:

1. Pile Height, face width & total fabric weight, ASTM D5848.
2. Primary and secondary backing weights, ASTM D5848.
3. Tuft bind, ASTM D1335.
4. Grab tear strength, ASTM D5034.
5. Water permeability, ASTM D1551.
6. Flame resistance, ASTM F1551.
7. Tuft yarn tensile strength and elongation, ASTM D2256.

D. Copy of the manufacturers' minimum 10-year, prepaid, non-prorated, third-party insured warranty and insurance policy information.

E. Qualifications: A list providing project name, date the field installation was approved, contact names and telephone numbers for each project that meets the experience and qualification requirements specified.

1.06 Closeout Submittals

A. The Contractor shall provide the following prior to Final Acceptance and the Owner filing the Project Notice of Completion:

1. Written warranty as specified with forms completed in Owner's name and registered with manufacturer and insurance carrier.
2. Information confirming that the third party insurance policy, non-cancelable and pre-paid, is in effect covering this installation, and underwritten by a

Best "A" Rated Insurance Carrier. Insurance carrier shall confirm that the policy is in force and premiums paid.

3. Three copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventive maintenance of the turf system, including painting and markings.
4. Project Record Documents, in accordance with Section 01 78 39 – Project Record Documents with plans showing actual locations of seams and other pertinent information.

B. Field groomer and/or sweeper as specified.

1.07 Quality Assurance

- A. The manufacturer shall have a representative on site to certify the installation and warranty compliance.
- B. Designs, markings, layouts, and materials shall conform to all current FIFA standards as specified that may apply to this type of synthetic turf installation.
- C. Quality Assurance Testing: Prior to shipment of the synthetic turf and components to the job site, the synthetic turf rolls should be randomly sampled and tested by the manufacturer who will certify that they meet the specification.
 1. Testing shall be conducted and may include pile composition, pile weight, total weight, pile height, tuft bind, and grab/tear strength.
 2. Test results of the relevant characteristics and certification turf meets or exceeds the specified requirements shall be submitted as specified.

1.08 Turf Company Qualifications

- A. The Turf company shall be experienced in both the manufacturing and installation of the specified type of synthetic infilled turf system.
 1. Use of outside, independent contractors for the installation is to be reviewed by the Owner's Representative prior to the Bid of Contract.
 2. The Turf Company shall identify and provide the name of a single point of contact for their company for this project beginning with the bid process through construction administration and project close-out.
 3. The Turf Company shall coordinate all bid documents, submittals, shop drawings, schedules, warranty and close-out efforts internally and shall not rely on Owner's Representative to coordinate with multiple parties. Failure to do so could result in a time and materials charge from the Owner or Owner's Representative for additional coordination.
 4. Have an NCAA Division One soccer field in play for at least 3 seasons with the specific infill system, backing and sewn seams that is being proposed for this project.
 5. For the purpose of meeting these qualifications, the type of fiber and infill cork and sand are not determining factors in meeting these installation qualifications.

B. Installer:

1. Capable of providing competent workers skilled in this specific type of in-filled synthetic grass installation.
2. Designated supervisory personnel on the project shall be certified as competent in the installation of this material including sewing seams and proper installation of the infill mixture.
3. The foreman for the installation shall have installed at least 20 fields in the last 3 years of the specified material.
4. Possess an active California D-12 Synthetic Products license in good standing, and have never had a license revoked.
5. Shall not have had a Surety or Bonding Company finish work on any contract within the last 5 years.
6. Shall not have been disqualified or barred from performing work for any public owner or other contracting entity in the U.S.
7. For the purpose of meeting these qualifications, the type of cork and sand are not determining factors in meeting these installation qualifications.

1.09 Field Conditions

- A. Contractor shall be responsible for reviewing the base and ensuring it conforms to the project requirements prior to placement of the synthetic turf.
- B. Playing field subgrade preparation shall be completed and accepted by the Owner Representative prior to commencement of Work under this Section.
- C. Ambient Conditions: Care should be taken during installation to account for rapid fluctuations in temperature to avoid expansion and contraction which can affect the final installation. Temperature extremes shall be carefully monitored. The carpet should never be rolled or unrolled when frozen, which can cause cracking and irreparable damage to the secondary backing.

1.10 Warranty

- A. Manufacturer: Provide Owner with turf manufacturer's warranty which guarantees the usability and playability of the synthetic turf system for its intended uses for a minimum 10 year period. The warranty coverage shall not be prorated nor limited to the amount of the usage. The warranty submitted must have the following characteristics:
 1. A non-prorated, non-cancellable up-front pre-paid, third-party insured warranty. Warranty shall be covered by a third party insurance policy, non-cancelable and pre-paid, and is in effect covering this installation, and underwritten by a Best "A" Rated (or better) Insurance Carrier listed in the A.M. Best Key Rating Guide.
 2. Insurance carrier shall confirm that the policy is in force and premiums prepaid for entire warranty duration in full.

3. The policy shall include a minimum annual aggregate of \$5,000,000 per year and be based on claims arising from fields installed and completed only during the policy year.
4. The policy shall provide full coverage for a minimum of 10 years from the date of Notice of Completion.
5. The policy shall cover all costs associated with full field replacement with new equal or better turf material, including labor, materials and any other costs to repair or replace the field.
6. Owner shall not be responsible for any deductible.
7. Warranty shall have no restrictions on amount of use provided type of use is in accordance with the approved warranty language.
8. Shall warrant materials and workmanship, and that the materials installed meet or exceed the product specifications, including general wear and damage caused from UV degradation.
9. Shall have a provision to either make a cash refund or repair or replace such portions of the installed materials that are no longer serviceable to maintain a serviceable and playable surface.
10. Shall be a warranty from a single source covering workmanship and all self-manufactured or procured materials.
11. Guarantee the availability of replacement material for the synthetic turf system installed for the full warranty period.
12. The name on the warranty shall be made out to The City of Roseville.
13. Turf contractor shall include in the warranty the cost to replace high use areas such as but not limited to goal mouth of soccer pitch's, corner kick areas, goal kick areas, etc. Replacement shall be one time for each area during the warranty period at a time of the warranty holder's discretion. The replacement area shall include the required square footage needed to replace the damaged areas up to the closest field line or change in turf color.
14. Turf system of 2" monofilament turf with sand/cork infill over a manufactured porous closed-cell composite shall not exceed a field average GMax of 120, as tested according to the ASTM 1936 Standard Specifications, for the life of the system.
15. Turf shall maintain an ASTM F355 G-Max of less than 160 for the life of the warranty.

PART 2 - PRODUCTS

2.01 Design And Performance Criteria

A. General:

1. Synthetic turf construction and components shall be non-toxic and not cause commonly known allergic reactions. Each synthetic turf system should be constructed to provide dimensional stability and resist damage from wear and tear during athletic and recreational usage.
2. System shall be permeable by design with adequate perforations through all of the backing coatings.

3. The bonding or fastening of system material components shall provide a permanent, tight, secure, and hazard-free athletic playing surface.
4. Seams shall be sewn with high strength sewing thread. Gluing of rolls is permitted if warranted by the turf company and shall be glued with the specified glue.

B. Product Specifications:

1. Monofilament:: 9,000 denier, low friction, eight-strand monofilament fiber, measuring not less than 2 inches high and not less than 125 microns in thickness.
 - a. The low friction fiber shall be custom blended polyethylene, treated with UV inhibitors.
 - b. Fibers shall have been extruded individually through a spinnerette, stretched and twisted.
 - c. Low friction fiber shall be specifically designed to virtually eliminate abrasion.
2. The tufted fiber weight shall not be less than 36 ounces per square yard. The low friction fiber shall be custom blended polyethylene, treated with UV inhibitors.
3. The maximum gauge of the tufted fiber rows shall be 3/4 inch.
4. The turf product shall have an infiltration rate not less than 40" per hour as tested by ASTM D1551.
5. Backing: Not less than 2 components consisting of a primary and secondary backing system of woven polypropylene or urethane.
 - a. Backing system shall be treated with UV inhibitors.
 - b. The backing shall receive polyurethane and acrylic applications during the manufacturing process.
 - c. The backing weight of all backing material shall be a minimum of 36 ounces per square yard.
6. The minimum tuft binding tensile strength shall be 8 pounds without infill, as determined by ASTM D1335.

C. The synthetic turf shall be delivered in 15-foot wide rolls and of sufficient length to extend from sideline to sideline. Head seams, between the sidelines, will not be acceptable.

D. Markings:

1. The perimeter white lines can be tufted into the individual sideline rolls.
2. Field of play lines for soccer, including soccer penalty kick circle, shall be inlaid. The lines for soccer including soccer penalty kick circle shall be white for 11v11 field, navy for 9v9 field, and black for 7v7 field.

2.02 Infill Synthetic Turf

- A. Manufacturer and System: FieldTurf Vertex/CORE 2" with PureFill (CORE-2) system as specified in the CMAS Pricing Proposal dated January 30, 2023.**

2.03 Materials

- A. Synthetic Turf Infill system shall consist of two components, a Primary and Secondary Infill:

1. Primary Infill: Cork
2. Secondary Infill: Sand shall be rounded silica sand and dust free. Coarse jagged sand will not be accepted. Sand shall consist of 50-60 percent of the total infill material as defined by weight. The sand shall have the following gradation:

Sieves (US Mesh Size)	% Retained
16	0
25	10-30
30	30-50
35	15-35
40	5-15
50	<5
70	<1

3. At the end of installation, and prior to acceptance, the top of the infill shall be not less than a uniform 3/4 inch depth below the top of fibers. If additional infill is required to meet with requirement, it shall be furnished and installed by the Turf Company at no additional charge.
- B. Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
- C. Synthetic Turf Glue
1. Glue for inlaying lines and markings shall Nordot 34G, Mapei 2K, Turf Claw, hot melt technology or equivalent, as recommended by the synthetic turf manufacturer.
 2. Any adhesive products required for the installation of the proposed turf system shall be purpose-suited to the system. The material and application methods shall be as recommended by the adhesive manufacturer.
 3. Disposal of adhesive containers and unused adhesives as well as any fees resulting from such disposal shall be the responsibility of the Contractor.

2.04 Synthetic Turf Maintenance Equipment (Groomer and Sweeper)

- A. Contractor shall supply one field groomer and one sweeper. Sweeper shall have a debris collection attachment that shall pick up 1/4 inch diameter and larger material, but leave sand and rubber infill material. The groomer shall have plastic brushes and metal tines that are adjustable.
- B. Grooming Product: "Synthetic Turf Sports Turf Groomer – model 920SDE" groomer with STR- Rear-Mounted Spring Tine Rake and 924SD- Extension Wings by GreensGroomer, including base unit with 164 linear inches of brushes, electric lift for raising and lowering, with powdercoated frame, super duty synthetic bristle brushes, integrated pneumatic wheels, adjustable spring steel de-thatching tines, and detachable/foldable brush extension wings, as manufactured by GreensGroomer, 888-298-8852, or acceptable equivalent product.
- C. Field Sweeper: "LitterKat - model 760 SFM" sweeper with magnet by GreensGroomer. 888-298-8852. This is a sweeper with basket attachment and tow-behind magnet.

PART 3 - EXECUTION

3.01 Examination

- A. Verify the base, as specified in Section 32 18 14 - Synthetic Turf Base has been installed, and approved by Owner's Representative and turf manufacturer.
- B. Use a 2-5 ton static roller or other acceptable compactor to repair and properly compact any disturbed areas of the prepared base.
- C. Do not proceed with installation of turf until unacceptable base conditions have been corrected.

3.02 Installing The Synthetic Turf

- A. The installation shall be performed in full compliance with the reviewed and accepted product submittal.
- B. Only trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the approved installer's supervisor, shall undertake cutting, sewing, gluing, shearing, topdressing or brushing operations.
- C. Strictly adhere to the installation procedures specified. Variance from these requirements shall be submitted to and accepted in writing, by the manufacturer's onsite representative, and submitted to the Owner, verifying that the changes do not, in any way, affect the warranty.

- D. The turf manufacturer and installation subcontractor shall inspect and accept the field base, and provide documentation to that effect, prior to the installation of the synthetic grass system. The surface must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.
- E. The turf rolls are to be installed directly over the properly installed manufactured base material.
 - 1. No equipment with loads greater than 35 pounds per square inch shall be allowed on the field. Contractor is responsible for altering operations in order to adhere to this requirement.
 - 2. Contractor and synthetic turf installer shall strictly adhere to the written instructions provided by the manufactured base manufacturer for installing turf on top of their product.
 - 3. Contractor is responsible to assure vehicles being used on the manufactured base are equipped with pneumatic (air-filled) tires, preferably turf tires, designed to spread loads and minimize damage to surface. Foam filled or solid tires and tires with aggressive lug patterns shall not be used on the manufactured base without synthetic turf installed.
 - 4. Use of an A-frame for unrolling of the synthetic turf as recommended by the base manufacturer.
- F. Cutouts in the synthetic turf shall be in accordance with the Drawings and approved submittals. Coordinate cutouts in turf with Owner's Representative before cutting turf for utility boxes and other structures.
- G. The turf rolls shall be installed directly over the properly prepared base. Extreme care shall be taken to avoid disturbing the base, both in regard to compaction and planarity.
- H. The full width rolls shall be laid out across the width of the field.
- I. Utilizing standard state of the art sewing procedures each roll shall be attached to the next. After all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing field turf.
- J. The synthetic turf field shall utilize sewn seams. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any logos or inlaid lines as required by the Specifications.
 - 1. Seams between turf panels shall be sewn. Seams shall be sewn using double bagger stitches and polyester thread. Seams shall be flat, tight, and permanent with no separation or fraying.
 - 2. Inlaid markings that cannot be tufted into the fabric shall be installed by means of shearing out the existing green fiber and laying in a new piece of colored fabric into a bed of suitable "hot melt" adhesive placed directly on the original turf backing material.

- a. Inlaid markings shall not be installed by means of cutting through the fabric and adhering the colored turf to a separate reinforcing tape or cloth.
- K. Connections of the perimeter synthetic turf edges shall be completed by one of the following two methods:
 - 1. Connection to the recycled plastic header boards shall be done with industrial staples. Minimum embedment depth of fasteners shall be 1 inch with spacing a maximum 2 inches on center.
- L. The infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional.
 - 1. Apply in thin lifts to depth specified. The turf shall be brushed as the mixture is applied.
 - 2. The mix shall be uniform and even in thickness to assure proper playing characteristics.
 - 3. The infill shall be placed with a void of 3/4 inch to the top of the fibers.

3.03 Field Quality Control

- A. After completion of the synthetic turf installation, and prior to Substantial Completion of the project, the Contractor shall have installation tested for shock absorbency.
 - 1. Site testing shall be at ambient shaded air temperature of 40–100 degrees F.
 - 2. Field test measurements shall be made at a minimum of 6 locations and shall avoid areas where 2 seams cross.
 - 3. Testing shall be made, at the Contractor's expense, by an independent testing laboratory accredited for such tests and pre-approved by the Owner.
 - 4. Testing and analysis by the testing laboratory shall provide the necessary data to the Owner that verifies the finished field does not exceed shock attenuation of 160 as determined by the ASTM F355A and F1936 test procedures.
- B. Test results that do not meet the specified shock attenuation, or if any one test value is 10 percent greater in variance than the specified values, then the Contractor's field installer shall address the failed test area, be required to retest the entire field as stated above, and conform to these requirements prior to acceptance by the Owner.
- C. The Contractor shall provide the following prior to Final Acceptance and the Owner filing the Project Notice of Completion:
 - 1. Written warranty as specified with forms completed in Owner's name and registered with manufacturer and insurance carrier.
 - 2. Information confirming that the third party insurance policy, non-cancelable and pre-paid, is in effect covering this installation, and underwritten by a

Best "A" Rated Insurance Carrier. Insurance carrier shall confirm that the policy is in force and premiums paid.

3. Three copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventive maintenance of the turf system, including painting and markings.
4. Project Record Documents, in accordance with Section 01 78 39 with plans showing actual locations of seams and other pertinent information.

3.04 Demonstration And Training:

- A. Upon completion of the field installation, Contractor shall have a supervisory person provide a minimum 3-hour field training seminar with the Owner's personnel on how to care for the field.
- B. At a minimum, seminar shall include a demonstration of how use of the sweeper and groomer, how to care for the field with the groomer and sweeper, review the entire provided maintenance manual including the proper procedure for removal of gum and other debris, and answer any questions.

3.05 Maintenance

- A. Manufacturer shall be responsible for the testing of the G-max levels of the installed synthetic turf at the completion of years 2, 4, 6, and 6 months prior to the completion of year eight of the warranty period.
- B. Testing shall be completed by an independent testing laboratory accredited for such tests, and shall be pre-approved by the Owner. Testing and analysis of findings shall be completed by testing laboratory's qualified persons utilizing the required techniques outlined in the ASTM F355 test standard.
- C. If tests results indicated turf playing field does not fall within the G-max range specified, the manufacturer will be required under terms of its warranty to modify the field composition to the sole satisfaction of the Owner so that it falls within the target G-max range. A failed test shall be retested to verify that the field meets the specifications.
- D. Costs associated with testing and corrective work shall be at no cost to the Owner.

3.06 Maintenance Contract

- A. If the proposed regular maintenance contract cost for the duration of the warranty is selected by the City, the Turf contractor shall provide one maintenance service visit per year for the first three years of the 10-year warranty, then semi-annual visits (i.e. twice a year) for the remaining seven years of the warranty period. Each maintenance service visit shall include the following:

1. One (1) Turf Contractor/Maintenance Contractor grooming session including:
 - a. A general sweeping to remove foreign objects such as dirt, leaves, bird droppings, chewing gum and other debris that may collect on the field surface.
 - b. A deep groom, sweep and rejuvenation to de-compact infill and in an effort to maintain appropriate G-Max levels, as well as clean the infill from deleterious matter contaminating the infill material.
 - c. All accumulated debris and contaminating material shall be off-hauled and disposed of in a legal manner by the Turf Company.
2. Overall analysis and inspection of the field and its applicable systems, including fiber wear analysis, ultraviolet degradation, infill depth and consistency, infill migration, field edging attachments, sewn and glued seams, line verification and field inserts (inlays).
3. Minor repairs (sewing/adhesive failures, inlay separation, and general workmanship) as needed, of items found relating to the synthetic surface.

END OF SECTION

SECTION 32 18 14

SYNTHETIC TURF BASE

PART 1 - GENERAL

1.01 Summary

- A. Section Includes: Base for the synthetic turf consisting of, but is necessarily limited to, the following:
 - 1. Vertical draining, porous stone aggregate base consisting of a uniform single stone base.
 - 2. Stone aggregate base for stability and leveling purposes, and substrate for porous drainage composite.
 - 3. Manufactured porous drainage composite.
- B. Related Requirements:
 - 1. Section 01 78 29 – Conformance Survey
 - 2. Section 31 20 00 – Earth Moving
 - 3. Section 31 23 00 – Excavation and Fill
 - 4. Section 32 18 13 – Synthetic Turf Playing Field

1.02 References

- A. California Building Code (CBC):
 - 1. Chapter 33 – Site Work, Demolition, and Construction.
- B. American Society for Testing and Materials (ASTM):
 - 1. D 1557: "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort."
 - 2. ASTM F2898-11: "Standard Test Method for Permeability of Synthetic Turf Sports Field Base Stone and Surface System by Non-confined Area Flood Test Method"
 - 3. ASTM D2434 "Standard Test Method for Permeability of Granular Soils (Constant Head)."
 - 4. ASTM C88: "Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate."
- C. California Occupational Safety and Health Standards (OSHA):
 - 1. Article 6 - Excavations and Shoring.
- D. State of California, Business and Transportation Agency, Department of Transportation (Caltrans) "Standard Specifications."

1.03 Administrative Requirements

- A. Submittal Procedures:
 - 1. Action and Informational Submittals shall be submitted in accordance with Section 01 33 00 - Submittal Procedures.
 - 2. Closeout Submittals shall be submitted in accordance with Section 01 78 39 - Project Record Documents.

1.04 Action Submittals

- A. Product Data: Manufacturer's descriptive literature for pipe accessories, filter fabric, and porous drainage composite as applicable.
- B. Samples: Two 1-quart samples of each rock material and additional samples of each rock material to the Owner's testing agent as specified under Article "Material Testing."

1.05 Informational Submittals

- A. Manufacturer's installation instructions.
- B. Certification: Certification signed by Contractor and drainage system Installer that installed materials conform to specified requirements and system was successfully checked and tested prior to covering with engineered permeable rock base, trench drain rock, and/or subdrain trench leveling rock.

1.06 Closeout Submittals

- A. Project Record Drawings.

1.07 Quality Assurance

- A. Control of Work: Conform to Section 5 of the Standard Specifications.
- B. Control of Materials: Conform to Section 6 of the Standard Specifications.
- C. Single-Source Responsibility: Crushed stone shall come from only one supplier.
- D. Material delivered to the site not meeting the Specifications will be rejected by the Owner. Material rejected by the Owner shall be removed from the site at the Contractor's expense.

1.08 Delivery, Storage, And Handling

- A. Prior to trucking of material to project sites, crushed rock shall be washed so it is clean of impurities and fines created during rock crushing operations.

- B. Store products to be installed as part of the field base neatly and orderly, stacked and blocked to prevent damage and contamination.

1.09 Field Conditions

- A. Protection of Project Site: Make provisions, and take the necessary precautions, for protect existing and completed work from damage during turf installation.
- B. Contractor shall be responsible for stabilizing top of subgrade elevations for the synthetic turf areas prior to receiving the stone aggregate base and for executing fine grading as may be necessary or incidental to placement of the synthetic turf.
- C. Contractor shall prevent surface water and subsurface or groundwater from flowing into excavations and flooding area to receive turf base. Contractor shall not allow water to accumulate in excavations. Contractor shall remove water to prevent softening of sub grades.

1.10 Material Testing

- A. General:
 - 1. The Owner will employ and pay for the services of an Independent Testing Agency as specified in Section 01 45 00 - Quality Control.
 - 2. Payment for initial material testing is the responsibility of the Owner.
 - 3. Employment by the Owner of the Testing Agency shall in no way relieve Contractor's obligations to perform the Work of the Contract.
 - 4. The Owner reserves the right to change its testing laboratory if the need arises.
 - 5. Cost of testing which are repeated on materials that have failed to meet specifications or are as a result of shortages shall be borne by the Contractor.
 - 6. The Contractor shall include the following with its sample submittals:
 - a. Identification of proposed source and supplier.
 - b. Current lab mechanical analysis of the proposed stone using ASTM standards for sieve analysis.
 - c. Sample sizes as specified.
 - d. Certification that the supplier can deliver the total quantity of material needed to complete the project in a timely manner.
- B. Pre-Construction Testing Procedures: The following tests will be performed by the Owner's Testing Agent prior to acceptance of rock provided under this Section. Testing of proposed Engineered Permeable Base Rock and Subgrade Trench Drain Rock will be performed in the following steps:
 - 1. Engineered Permeable Base Rock and Subgrade Trench Drain Rock:
 - a. Contractor shall submit a 5-gallon separate composite to the Owner's Testing Agency, unless the Owner's Testing Agent elects to pull the sample directly at the quarry and/or requests test samples of varying

quantities based on the testing labs' needs, for each porous base rock material. The Owner's testing agent will evaluate these materials as specified using ASTM C136 and ASTM D75 testing protocol as a guideline.

- b. The submitted samples will be used for comparison with all subsequent samples submitted for acceptance during construction.
- c. Material shall not be delivered to the project site until tests show it complies with the accepted material.
- d. All rock to be provided for an Engineered Permeable Rock Base is required to pass the following qualifications:

Restrictions:

To ensure structural stability: $D_{60}/D_{10} > 5$ and $1 < \frac{D_{20}^2}{D_{10} * D_{60}} < 3$
Fragmentation shall be 100%.

D"x" is the size of the sieve (in millimeters) that lets pass "x" percent of the stone. For example, D₆₀ is the size of the sieve that lets 60 percent of the stone pass. For calculation purposes, these sizes may be obtained by interpolation on a semi-log graph of the sieve analysis.

To ensure proper drainage: Porosity of Engineered Permeable Rock Base > 25% (when stone is saturated and compacted to 92% Modified Proctor)

Permeability of stone base > 30 in/hr
(Tested thru ASTM D2434 with rock saturated and compacted to 92% Modified Proctor)

Depending on the type of rock present in the crushed stone mix, other mechanical characteristics might be necessary for approval.

- e. Engineered Permeable Rock Base and Subdrain Trench Drain Rock shall be tested to show that both materials meet the following stability requirements:

Test Method	Criteria
LA Abrasion (California Test 211)	Not to exceed 35
Durability Index (California Test 229)	Not less than 40

Test Method	Criteria
Sulfate Soundness (ASTM C-88)	Not to exceed 12% loss for coarse aggregate, 10% for fine aggregate (based on a sulfate solution)

C. Testing During Construction:

1. During construction, samples will be taken and analyzed periodically by the Owner's representative/Testing Agent to assure strict compliance with the Specifications. The Owner may sample and test the rock material either at the source or at the project site upon delivery from incoming transfer trucks. Frequency of sampling for gradation testing would be to sample every 500 tons of Engineered Permeable Base Rock delivered to the site. Rock not meeting Specifications will be rejected by the Owner's representative. Materials rejected by the Owner's representative shall be removed from the site at the Contractor's expense. It is the Contractor's responsibility to ensure that all permeable stone for the synthetic turf base meet the above requirements throughout the installation process, including transfer and delivery to the site, placement, spreading, compaction, and installation of synthetic turf material. Proper investigation into rock sources may be required by the Contractor to ensure that the rock that was bid will meet the project specifications.
2. Subdrain Trench Leveling Rock: The leveling rock shall comply with section 2.04 A, and be submitted to the Owner's Testing Agent for gradation testing. No additional tests are required for the leveling stone.

D. Permeability of placed engineered permeable rock base shall not be less than 10 in/hr (Tested per ASTM F2898-11)

E. If rock stability to water and vehicles is in question, the Owner has the option to perform additional testing to ensure material shall adhere to requirements of Caltrans Section 68.

1.11 Project Record Documents

- A. Accurately record location of pipe runs, connections, cleanouts and invert elevations. Include locations of utilities remaining, re-routed utilities, new utilities, and newly discovered utilities as applicable by horizontal dimensions, elevations, inverts, and slope gradients.

1.12 Porous Closed-Cell Composite Guaranty

- A. The manufacturer of the porous closed cell composite base shall provide a guaranty, in writing, that for a period of twenty five (25) years, the porous closed cell composite base shall be a part of a turf system that will not exceed a field average G-max of 120 g's as tested according to the ASTM 1936 Standard Specification.

PART 2 - MATERIALS

2.01 Design And Performance Criteria

- A. The finished crushed stone or aggregate base supplied shall be stable, unyielding, and permeable.

2.02 Engineered Permeable Rock Base

- A. Engineered Permeable Rock Base: Virgin, un-recycled, crushed stone meeting the gradation criteria for the California Department of Transportation 3/4-inch Permeable Class II (Section 68) and the following gradation.

Mesh size	Percent Passing
1"	100
3/4"	90-100
3/8"	40-100
#4	25-40
#8	18-33
#30	5-15
#50	0-7
#200	0-3

- B. The above rock gradation range is a general recipe for the Contractor to use in order to meet the product performance requirements of the built stone base. The Contractor is responsible for ensuring the type of rock and blend they submit and install will meet all the specified requirements, including those outlined in item 1.10 of this specification section.
- C. Soft rock materials, including sandstone, limestone, and shale, are not suitable. Rock supplier shall certify that all supplied rock will be void of this type of rock.

2.03 Subdrain Trench Drain Rock

- A. Shall be 3/4-inch x 1/2-inch crushed virgin, un-recycled, washed rock, meeting the following general gradation requirements:

Sieve Size	Percent Passing
1"	100
3/4"	90-100

Sieve Size	Percent Passing
1/2"	10-40
3/8"	0-15
#4	0-5

- B. The rock profile will extend from the bottom of the trench to the top of both sides of the subdrain trench, and to the top of rock elevation. The Engineered Permeable Base Rock (or leveling rock) shall not be installed over the subdrain trench drain rock.
- C. The Contractor is responsible for ensuring the type of rock and blend they submit and install will meet all the specified requirements, including those outlined in item 1.10 of this specification section.
- D. Soft rock materials, including sandstone, limestone, and shale, are not suitable. Rock supplier shall certify that all supplied rock will be void of this type of rock.

2.04 Subdrain Trench Leveling Rock

- A. For planarity purposes, a clean uniform 3/8 inch crushed stone material, of the same source as the subdrain trench drain rock or Engineered Permeable Rock Base may be installed over the subdrain trench profile upon approval of Owner's representative. Maximum thickness for this stone layer is 1 inch.

2.05 Manufactured Base Material

- A. Manufactured Porous Closed Cell Composite Base: Resilient, interlocking, polypropylene panels specifically engineered for sports fields; "PowerBase YSR" by Brock International, 303-544-5800, or equal.
 - 1. Panel Size: Approximately 73.5 x 49.0 inches.
 - 2. Thickness: 1.0 inches, (25 mm).
 - 3. Weight: 5.56 lbs per panel

2.06 Geotextile Filter Fabric

- A. Geotextile Filter Fabric: Mirafi 140 N, or accepted equal, conforming to the following minimum specifications, unless otherwise recommended by the Geotechnical Engineer:

Property	Test Method	Typical Values
Grab Strength	ASTM D 4632	80 lb.
Puncture Strength	ASTM D 4833	25 lb.

Property	Test Method	Typical Values
Burst Strength	ASTM D 3786	130 lb.
Trapezoid Tear	ASTM D 4533	25 lb.
Permeability	ASTM D 4491	0.1 cm/sec
Apparent Opening Size	ASTM D 4751	#50 Sieve size
Permittivity	ASTM D 4491	

2.07 Drainage Elements

- A. Refer to Storm Drainage Specification Section for in-field drainage elements.

PART 3 - EXECUTION

3.01 Subgrade Preparation

- B. Contractor shall verify that subgrade has been prepared according to specification Section 31 20 00 – Earth Moving with regard to compaction, grade tolerances in accordance with Section 01 71 23 – Field Engineering and is free of debris, non-compactable material, topsoil, or organics prior to beginning work.
- B. Top of subgrade elevations shall be verified using laser-operation survey instruments. Refer to Conformance Surveying specifications for requirements.
- C. Once the subgrade conformance has been accepted and compaction has been properly achieved, the geotextile filter fabric shall be installed over the compacted and prepared subgrade, as shown on the plans, without disturbing grades.
- D. Geotextile fabric shall be installed with 6” overlap and stapled 6’ on-center along seams. Staples to be 6” staples.

3.02 Installation of the Subdrain Trench

- A. Contractor to install drain rock and piping in strict compliance with the manufacturer’s written instructions and as indicated in the Drawings. Contractor to exercise caution and the appropriate sequencing of work, so as not to damage any drainage piping during the base rock installation.
- B. Contractor to protect drain trenches to ensure that pipe is not damaged in any way by construction operations and that the rock is not contaminated with native soils, unintended construction material, or deleterious materials during subsequent construction operations.

3.03 Placing The Engineered Permeable Rock Base

- A. The stone shall be laid without damaging the soil subgrade. Do not create depressions in subgrade with heavy equipment. If damage to subgrade occurs, correct as specified for subgrade preparation.
- B. The crushed stone shall be carefully and evenly spread over the subgrade and up both sides of the subdrain trenches to the depth shown on the Drawings.
- C. Excess water shall not be applied during installation of rock base and rough grading due to the potential of softening the subgrade and altering the grading.
- D. Crushed stone shall be smoothed and compacted uniformly to design grades by alternating raking, water settling, and rolling operations. Minimal rolling is advisable to achieve design grades and compaction. Only static rolling is allowed and max 3-5 ton rollers should be used on the permeable stone base. Vibratory rolling of the permeable stone is not permitted.
- E. If the required compacted depth of the base course exceeds 6 inches, the base stone course shall be constructed in 2 or more layers or lifts of approximate equal thickness. Each layer shall achieve a uniform 90 percent relative compaction.
- F. Top of porous rock elevations shall be verified using laser-operation survey instruments. Refer to Conformance Surveying specifications for requirements.
- G. The final grade shall be ideally compacted to a uniform 90 – 92 percent relative compaction.
- H. Contractor shall not overwork the stone material and consequently modify its gradation characteristics. Minimal moving of the stone upon placement of the material on the subgrade and rolling is advisable to achieve design grades and compaction. Do not compact greater than 93 percent relative compaction.
- I. Contractor shall manually screed the top stone surface to ensure tolerances are met.
- J. Top of rock elevations shall be verified using laser-operation survey instruments. Refer to Conformance Surveying specifications for requirements.
- K. Finish surface planarity shall be verified, and if necessary adjusted, by the Contractor using string line method.
 - 1. Entire finished surface shall be “walked” with mason’s line in increments of approximately 3 feet.
 - 2. A mason’s line shall be held taught between two workers separated by a distance of approximately 40 feet then placed directly on the finished surface parallel to the direction of greatest slope.

3. A third worker shall check for separations between the mason's line and the finished surface that are equal to or greater than the specified tolerances.
 4. Areas of separation shall be outlined with marking paint and the depth of separation indicated.
 5. Areas outlined with marking paint shall be filled with top rock to the depth indicated and raked by hand. Filled areas shall be compacted to provide a non-yielding, smooth, flat surface.
 6. Final finished surface planarity shall be approved by the Owner and the synthetic turf installer.
- L. Once the top of the Engineered Permeable Rock Base is installed and compacted, the Contractor shall notify the Owner Testing Agent that it is ready for the field permeability test.
1. The Agent shall be given 2 working days' notice and have 2 days to complete the in-field test which will consist of a minimum of 4 controlled field permeability tests per synthetic turf field.
 2. Tests shall be by the following test method: ASTM F2898-11: "Standard Test Method for Permeability of Synthetic Turf Sports Field Base Stone and Surface System by Non-confined Area Flood Test Method"
 3. Permeability of placed Engineered Permeable Rock Base shall comply with specified requirements.
 4. If the test does not comply with section 1.10, the Contractor shall provide within 48 hours a written repair procedure to correct the permeability deficiency.
 5. Repair work, including associated delays, shall be the Contractor's sole responsibility. Fine tuning of the field base due to the testing operations is the responsibility of the Contractor.

3.04 Installation Of Manufactured Drainage Material

- A. Upon successful completion of installing the base, the porous drainage composite shall be installed in accordance with the Drawings and in strict compliance with the manufacturer installation instructions. Contractor to exercise extreme care in order to avoid disturbing the crushed stone base.
- B. Contractor to take measures to ensure that the product is not exposed to the outdoor elements longer than the manufacturer's recommendations. Product that exceeds this exposure time duration shall be removed from the project site immediately and not used on the project.
- C. Sections of the material shall be interlocked and/or connected to adjacent pieces of the drainage material in strict conformance with the manufacturer's written installation instructions.
- D. Provide geotextile filter fabric in the areas designated on the Drawings. Fabric shall be laid in shingle fashion overlapping 12 inches minimum following direction of slope with upslope fabric laying atop the down slope fabric.

END OF SECTION

SECTION 32 31 13 CHAIN LINK FENCING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of the chain link fence system, including gates as shown on the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications, latest edition.

PART 2 - PRODUCTS

2.01 General

- A. Wire used in the fabric shall be galvanized and shall have a tensile strength of 80,000 lbs. Per square inch based on cross sectional areas of the wire. One sample shall be tested without removing bends caused by weaving of the wire with the mesh. A second test shall be conducted on a wire strand carefully straightened. The tensile strength is finally determined as the average reading between the two tests. Wire to match fabric selection.
- B. Fabric shall be 1-3/4" 9-gauge nominal wire mesh, black vinyl coated after weaving as shown on the plans. Conform to ASTM A392, with tensile strength as described in 2.01A above. Fabric shall be knuckled top and bottom with single width to full height of fence.
- C. Ties/Fasteners shall be 9-gauge black powder coated wire.
- D. Fittings, clips, bolts, bands, bars, post tops/covers and other hardware necessary for a complete fence system shall be black powder coated.
- E. Where fencing is shown on the Plans to be black vinyl or powder coated, all appurtenances, including fabric, posts, rails, clips, bands, fittings, etc., necessary for a complete fence system shall be black vinyl or powder coated. Vinyl or powder coating shall be the industry standard for this type of finish.

2.02 Posts and Rails

- A. Posts and rails shall be black powder coated, to match fabric and as shown on the Plans. All posts shall be installed with moisture-proofed caps on the top.
- B. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

2.03 Gates

- A. Fabric and finish to match fence.
- B. Hinges and latches shall be industrial strength, heavy duty and shall fit snugly around post. Latches shall be lockable.
- C. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

PART 3 - EXECUTION

3.01 Post Installation

- A. Posts are to be spaced evenly as shown on the City Standard and set plumb and true to lines with the top line uniform as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- B. All posts shall be set in concrete as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- C. Where nicks on vinyl or powder coated finished occurs due to installation, the Contractor shall re-finish and patch damaged areas immediately.

3.02 Fabric

- A. Attach fabric using fabric bands or clips spaced approximately 14" apart. Connections to top rails and tension wires shall utilize wire ties placed 24" on center.
- B. For corner and vertical end connections, install stretcher bars banded to posts and gate frames at 24" apart (maximum).
- C. All fabric to be stretched tight, free from sags and bulges.

3.03 Rails

- A. For splices along the top rail, provide couplings every 20'. The coupling shall produce a continuous brace from end to end of each stretch of fence. Install a heavy spring at every fifth coupling to allow for expansion or contraction.
- B. Utilize the appropriate fittings to ensure that all rails are rigidly clamped to end and corner posts.
- C. Clamp mid and bottom rails at each post.

3.04 Gates

- A. Gates shall be installed consistent with the City Standard detail. Verify grade conditions along the fence bottom to ensure proper use of the gate(s).
- B. Gate openings shall be face-to-face dimensions and shall swing according to the Plans.

3.05 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

END OF SECTION

SECTION 32 31 16

WELDED WIRE FENCES AND GATES

1.01 Scope of Work

Work Described in this section includes materials, equipment, labor costs, including shipping of fences, gates and accessories

1.02 Related Work

03 30 00 Site Concrete
04 20 00 Unit Masonry
26 00 00 Site Electrical
31 20 00 Earthwork

1.03 Submittals

- A. Product Data: Material Descriptions, dimension of individual components and profiles, and finishes for the following:
 - a. Fence, gate posts, brackets, rails and fittings
 - b. Gates and Hardware
 - c. Gate operators, including operating instructions
 - d. Motors: Show nameplate data, ratings, characteristics, and mounting arrangements
- B. Shop drawings:
 - a. Show location of fence, each gate, posts, rails, and details of gate swing direction, or other operation, hardware and accessories.
 - b. Indicate materials, dimensions, sizes, weights, and finishes of components
 - c. Include plans, elevations, sections, gate swing direction and other required installation and operational clearances, and details of post anchorage, attachment and bracing.
 - d. Installation recommendations and instructions by manufacturer describing all details for a typical fence and gates.
 - e. Gate Operator: show locations and details for installing operator components, switches, and controls. Include motor size, electrical characteristics, drive arrangement, mounting and grounding provisions.
 - f. Wiring Diagrams: Power and control wiring, communication features, and access control features. Differentiate between factory installed and field-

installed wiring and between components provided by fence manufacturer and those provided by sections

- C. Verification Samples: for each finish product specified, two (2) samples, minimum size 6 inches long, representing actual standard/optional color or color chips for custom color.
- D. Qualification Data: For firms and person specified in "Quality Assurance" article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Maintenance Data: Material Safety Data Sheet available upon request.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed installations of fences and gates similar in material, design, and extent to those indicated for this project and whose work has resulted in construction with a record of successful in-service performance.
- B. Source Limitations for Fences and Gates: Obtain each color, grade, finish, type, and variety of components for fences and gates from one source with resources to provide fences and gates of consistent quality in appearance and physical properties.
- C. Electrical Components, Devices, and Accessories: Listed and labelled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. UL Standard: Provide gate operators that comply with UL 325.
- E. Emergency Access Requirements: Comply with requirements of authorities having jurisdiction for automatic gate operators serving as a required means of access.
 - a. Coordinate with door hardware and site security requirements.
 - b. Coordinate direction of entering and exiting traffic with life safety plans.

1.05 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - a. Notify local utility making services before beginning work.
 - b. Unless otherwise indicated in the general provisions of the contract, notify the Architect no less than two (2) days in advance of proposed utility interruptions.
 - c. Do not proceed with utility interruptions without Architect's written permission.

- B. Field Measurements: Verify layout information for fences and gates shown on drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

2.01 MANUFACTURER

OMEGA II FENCE SYSTEMS™

A division of Metaltech - Omega Inc.

1735, St-Elzéar west

Laval (Quebec), Canada

H7L 3N6

Tel: 800-836-6342 / 450-686-9600

Fax: 450-681-5318

Email: customerservice@omegatwo.com

Web site: www.omegatwo.com

2.02 COATINGS

A. Zinc coating:

1. Wire meshes are coated with 0.5 oz/ft² (150 g/m²) zinc in conformity with ASTM A641 Class 1.
2. Square fence posts, swing gate frame and posts:
 - a. Thickness of 11GA (0.120 in or 3.0 mm) or less: Zinc coated (pre-galvanized process) with a minimum of 0.9 oz/ft² (275 g/m²) as per ASTM A653 Grade 90.
 - b. Thickness over 1/8 in (3.2 mm): Coated with a minimum of 2.3 oz/ft² (705 g/m²) zinc (hot-dip galvanizing) in conformity with ASTM A123 Grade 100.

B. Polyester Coating:

Polyester coating to be minimum 4 mils applied by an electrostatic process. Coating shall cover all surfaces of the wire and post sections. Coating shall be capable of withstanding the following tests:

1. Mechanical adhesion test as per ASTM D3359 - Method B.
2. Shock resistance tests as per ASTM D2794.
3. Salt spray testing with a minimum of 1 000 hours without red rust appearance, as per ASTM B117.
4. Humidity resistance in a weather meter chamber as per ASTM D2247.
5. Exposure to ultraviolet light with exposure of 1 000 hours using apparatus Type E and 63°C as per ASTM D1499.

C. Polyester Surface Coating Colors:

1. Standard Coating: Black, RAL 9004 (30% Gloss).

2.03 MATERIALS

2.03.1 MODEL "OMEGA ARCHITECTURAL" FENCE AND ACCESSORIES

A. 8-foot-high nominal panels: 97-1/8 in (2 466 mm).

B. Model "OMEGA ARCHITECTURAL" – Steel Mesh Fence Panels:

1. 92-11/16 in (2 35 mm) wide, welded by resistance using 6 gauge (0.192 in or 4.9 mm) pre-galvanized steel wire, welded at each crossing to form rectangles 1-15/16 in x 6 in (50.0 x 152.4 mm).
2. Cold rolled annealed wire made of AISI Grade 1018 steel with tensile strength of at least 75 000 psi (515 Mpa) in accordance with ASTM A853.
3. One end of the vertical wires of the panel shall extend 1 in (25.4 mm) from the last or the first horizontal wire to create a spiked top or bottom depending on installed position. The other end is cut flush.
4. Panels shall have the following number of folds based on the panel height:
 - a. 8-foot-high nominal panels: 4 folds.
5. Panel camber may not exceed 0.094 in (2.5 mm).

C. Square Posts:

Cold rolled 1008 grade steel to meet ASTM A500 and ASTM A787 and the following maximum horizontal loads, length as required for installation type:

The length of the posts is minimum 36 in (914 mm) more than the actual height of the fence for installation in the ground depending on local land code requirements (frost line).

1. Installation

a. In ground, post length as required for local frost line requirements

2. Post Size

3 in x 3 in (76.2 mm x 76.2mm)	11 (3.0 mm)	691 pounds (3 074 N)
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D. Post Brackets:

1. Universal Collar Bracket Kit: Universal bracket for standard use on line or end posts 2 in or 3 in (50.8 mm or 76.2 mm). Includes the following: 14 gauge (1.9 mm) steel collar and wire retaining plate 1/4 in x 1 in (6.4 mm x 25.4 mm), nut, washer and carriage bolt 5/16 in x 1-1/2 in (7.9 mm x 38.1 mm), all galvanized steel.

- a. For 90° turn, use the same bracket
- b. For different angles, used the "Universal collar angle brackets".
- c. For 8-foot-high nominal panels: Provide 8 brackets per panel.

2. Spider Universal Bracket Kit: Universal bracket for face-mount installation on straight run or internal 90° corner. Designed for installation on 2 in (50.8 mm) and larger studs and consists of the following components: bent steel (3.2 mm thick x 47.6 mm wide x 25.4 mm) and a self-piercing steel screw (Ø 5.5 mm x 38.1 mm length).

- a. For 8-foot-high nominal panels: Provide 8 brackets per post.

3.The Special Panel Fitting – SPF: Enables a panel to be fastened to any vertical or horizontal surface, such as a steel, concrete beam or a wood post. All hot dip galvanized. When wanting to fasten the panel to something other than a post, [use one or more] of the (3) different models described below:

a. The SPF-A Kit: For wall mount installation or posts 3 in (76.2 mm) and larger.

4. Eye-U-Shaped Bracket Kit: For use with existing round posts or new round posts installations of 2 in or 3 in (50.8 mm or 76.2 mm). Includes the following: Stainless steel U rod 5/16 in (8 mm) diameter, rear flange in PVC 1-1/2 in x 1-1/8 in (37.8 x 28.4 mm), forehead support in PVC 5/8 in x 1-1/16 (15.2 x 27.5 mm) cosmetic plastic caps and nuts (M8).

a. For 8-foot-high nominal panels: Provide 4 brackets per post.

E. Post caps:

1. Aluminum alloy: For dimension posts 2 in x 2 in (50.8 mm x 50.8 mm), 3 in x 3 in (76.2 mm x 76.2 mm) and 4 in x 4 in (101.6 mm x 101.6 mm).

F. Polyester powder coating: (See article 2.02B).

G. Concrete: (See article 3.05B)

2.03.2 SINGLE / DOUBLE SWING GATES

A. Configuration:

1. Single swing.
2. Double swing.
3. Swing as shown on Drawings.

B. Gate Frames:

1. Two (2) 16 gauge (1.6 mm) 1-1/2 in x 1-1/2 in (38.1 mm x 38.1 mm) horizontal tubes and two (2) 11 gauge (3.0 mm) 2 in x 2 in (50.8 mm x 50.8 mm) vertical tubes, welded at intersections to create a rigid frame, in accordance with ASTM F900.
2. Provide one (1) additional 16 gauge (1.6 mm) 1-1/2 in x 1-1/2 in (38.1 mm x 38.1 mm) vertical square tube for the first 96-11/16 in (2 456 mm) in width and one (1) for each subsequent 92-11/16 in (2 354 mm) increments.
3. For gates over 19ft wide tubes are substituted for 11 gauge (3.0 mm) square tubes.

C. Gate Posts: Cold rolled from 1008 grade steel to meet ASTM A500 and ASTM A787. Posts are to include cap and SPF-W Kit for adjacent panel mounting. Length as required for installation type:

1. Installation:

a. In ground, post length as required for local frost line requirements

2. Post Size:

Opening Dimension	Post Size
3 ft to 7 ft	3 in x 3 in (76.2 mm x 76.2 mm) 11 gauge (3.0 mm)
> 7 ft to 9 ft	4 in x 4 in (101.6 mm x 101.6 mm) 11 gauge (3.0 mm)
> 9 ft to 19 ft	6 in x 6 in (152.4 mm x 152.4 mm) 3/16 in (4.8 mm)

D. Gate Hardware:

1. Standard Hardware: Hot-dip galvanized steel in conformity with ASTM F900, sized to assure proper gate operation. Non-moving parts shall be powder coated.
 - a. Hinge: Structurally designed to support all gates without deformation during opening and closing.
 - a. Latch: Clamp-on gravity system that is self latching. Includes the following: - Self-locking Device: With padlock eyes as an integral part of latch.
2. Additional Hardware for Double Gates:
 - a. Drop bar: Secure one gate in closed position, with stop pipe to engage the center drop rod.
3. Optional Hardware:
 - a. Spring Hinge: For self-closing gate mechanism. [Replace Standard Hinge]
 - b. Panic Bar and Plate: (Dorex 8500). For quick unlocking during an emergency. [Replace Standard Latch]
 - c. Double Gate Keyed Lock: LOCINOX (LAKQ U2) with double levers, both sides of gate. [Replace Standard Latch]
 - d. Kick Plate: To prevent marring of the door by shoe marks.
 - e. Other: [Insert brand and model of optional hardware required]

E. Polyester Coating: (See article 2.02B)

F. Concrete: (See article 3.05)

2.03.3 CANTILEVER GATES

Omega II cantilever gates shall be fabricated in accordance with ASTM F1184 Class 2 as well as F2200 when gate is automated. Gate frame members are all made of aluminum extrusions 6061-T6 following ASTM B221. Each gate frame consists of a top track, a bottom track, vertical uprights and diagonal braces. Components shall be welded together forming a rigid one-piece frame integrating the top and bottom track. Vertical uprights shall be positioned on the gate frame, up to approximately 8 ft (2 438 mm) apart and dividing the opening section of the frame into equal sections as well as the tail section,

each opening section will be reinforced with one (1) diagonal brace and each tail section will be cross braced using two (2) diagonal braces.

Each gate has an overall length equal to 1.5x its single opening (opening and overhang). An additional distance equal to the gate single opening length must be kept unobstructed to one side of the single cantilevered gate for opening functionality (also applies to double cantilevered gates). Therefore, an entire distance equal to 2.5x the gate single opening is required in total for each gate to allow opening and closing functionality.

A. Gate Posts: Gate posts shall be 4 in (101.6 mm) steel square sections. The steel shall meet requirements of ASTM A500, Grade B with a minimum yield strength of 40 000 psi (276 MPa). The length of the posts is minimum 36 in (914 mm) more than the actual height of the fence for installation in the ground depending on local land code requirements (frost line).

1. Single cantilevered gate:

a. Single track: 1 latch post and 2 support posts.

B. Gate Single Openings:

1. Gates having 26 ft (7 925 mm) of opening or less include; two (2) truck assemblies with their support brackets, one (1) gate latch (if manually operated), one (1) gate catch, bottom stabilizing brackets and all hardware needed for installation.

Gate single opening	Overhang length	Overall length
4 ft (1 219 mm)	2 ft (609 mm)	6 ft (1 828 mm)
8 ft (2 438 mm)	4 ft (1 219 mm)	12 ft (3 657 mm)
16 ft (4 876 mm)	8 ft (2 438 mm)	24 ft (7 315 mm)
24 ft (7 315 mm)	12 ft (3 657 mm)	36 ft (10 972 mm)

D. Mesh section: Panels will be sized for the fence sections of the gate opening, put in place and secured using proper brackets and hardware (See article 2.03.1B).

E. Vertical Uprights are 2 in x 2 in (50.8 mm x 50.8 mm) 6061-T6 aluminum square extrusion. Their number and position will be determined by the opening.

F. Bracing will be done with 1 in x 2 in (25.4 mm x 50.8 mm) 6061-T6 aluminum rectangular extrusion. Their number and position will be determined by the opening.

G. Top Track is a 6061-T6 aluminum extrusion. It combines the necessary features for the gate to slide and to facilitate welding assembly. Track will resist a reaction load of 2 000 lb (907 kg).

H. Bottom Track is a 6061-T6 aluminum extrusion. It combines the necessary features for the gate to resist swaying and to facilitate welding assembly.

I. Truck Assembly: Swivel type, zinc plated body with four (4) sealed and lubricated ball bearings, 2 in (50.8 mm) in diameter by 9/16 in (14.3 mm) in width, and two

(2) horizontal rolling wheels to ensure truck alignment in track. Trucks mount on post brackets using 3/4 in (19.1 mm) diameter machined stud with reduced shank. Truck assembly designed to withstand same reaction load as track.

J. Gate accessories and Hardware: Malleable iron or steel, galvanized after fabrication. Latches provide the possibility for padlocking.

K. Bottom Guide: Each assembly shall consist of one (1) 2 in (50.8 mm) diameter ball bearing hidden inside the bottom track, adjustable in height to maintain gate frame plumb and in proper alignment.

L. Coatings:

1. Paint primer: a. Epoxy-vinyl paint primer is applied to cantilever gate aluminum frame in 1 layer by spray paint process. Primer shall cover all visible surfaces.

2. Paint Frame coat: a. The acrylic surface coating color shall be standard black or any optional color, see Omega Web site – or color chart as per RAL code.

b. Acrylic coating is applied in 1 layer by spray paint process.

3. Panel coat: (See article 2.02B)

M. Concrete: (See article 3.05)

2.04 GATE OPERATOR

(This section describes typical gate operator systems. For detailed precisions and supplementary information, please contact a gate operator vendor.)

A. General: Provide factory-assembled automatic gate operation system designed for gate size, type, weight, construction, use, traffic-flow patterns, and operation frequency. Provide operation system for gate specified, of size and capacity and with features, characteristics, and accessories suitable for Project conditions, recommended or provided by gate manufacturer. Complete with electric motor and factory-prewired motor controls, remote-control stations, control devices, power disconnect switch, obstruction detection device, lockable weatherproof enclosures protecting controls and all operating parts, and accessories required for proper operation. Provide enclosures with corrosion-resistant-protective and decorative finish and two (2) keys per lock. Include wiring from motor controls to motor. Coordinate operator wiring requirements and electrical characteristics with building electrical system.

1. Provide operator designed so motor may be removed without disturbing limit-switch adjustment and without affecting auxiliary emergency operator.

2. Provide operator with UL approval.

3. Provide electronic components with built-in troubleshooting diagnostic feature.